The Board of Supervisors of the County of Mariposa met this 4th day of April, 1977, with all members present.

Letter from Supervisor Walton to the Board regarding Building Inspector interviews was read. On motion of Clark, seconded by Owings, clerk was directed to call the additional original three applicants, previously interviewed by the Board, for the position of Building Inspector to be interviewed by all five members of the Board.

On motion of Walton, seconded by Clark, the Board met in executive session on a personnel matter for the purpose of interviewing applicants for Building Inspector, and reconvened in regular session.

Gary Foss, Personnel Consultant, made presentation of the completed salary survey.

Clerk reported to the Board that she had contacted all three applicants previously interviewed for the position of Building Inspector. Mr. Phillips was in Hunter's Valley today but will be available to be interviewed April 5, 1977, at 1:30 p.m., Mr. Sullivan was present to be interviewed at 2:00 p.m., and Mr. Hudson is no longer interested in the position.

On motion of Clark, seconded by Owings, the Board met in executive session on a personnel matter for the purpose of interviewing an applicant for the position of Building Inspector, and reconvened into regular session.

The Board adjourned to the call of the chairman.

Gary Foss, Personnel Consultant, finished his presentation of the completed salary survey.

On motion of Clark, seconded by Walton, the following travel requests were approved: John Rotondo, Civil Defense Director, to Office of Emergency Services meeting and workshop, 4/14, 15/77 Fresno; Glen Power and Barbara Flarida, Veterans' Service Office, to Area Workshop of Division of Veteran Services 4/18/77 Stockton; John Anderson, Farm Advisor, To Fresno to meet with Cooperative Extension academic staff of San Joaquin region 4/25/77.

On motion of Clark, seconded by Owings, Chairman was authorized to hire Bob Jirsa as the courthouse tour guide effective 4/30/77.

There being no further business the Board adjourned to meet again in regular session on Tuesday, April 5, 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 this 5th day of April, 1977, with all members present.

The minutes of the meetings of March 28 and 29, 1977, were approved as corrected and published. The minutes of the meeting of March 28 are amended to read as follows: Chairman appointed a committee to review material regarding the Williamson Act to be received from Yolo County and present an ordinance to the Board for implementation of said act in Mariposa County. The members of said committee are as follows: Steve Dunbar, Assessor to be chairman of the committee, County Counsel, Supervisor Long, a member from the Taxpayer's Association, Ruth Massey, public member, Chief Officer of the Soil Conservation District, member of the Planning Commission, Dennis Bunning, representative from the Farm Bureau, and John Anderson, Farm Advisor.

Peter Artero, Road Commissioner, discussed road matters.

On motion of Clark, seconded by Owings, the Chairman was authorized to sign letter to the Air Resources Board informing them that the Board strongly opposes the proposed Plan Development Program for an Air Conservation Program for California.

Ordinance 445, amending Ordinance 388, relating to rebuilding of non-conforming building or structure that may be damaged or destroyed by fire, explosion, etc. was passed and adopted having previously been presented.

Doris Cochran, County Librarian, and Angie Hopkins presented the proposed budget for 1977-78 for the Mariposa County Branch Library.

The time being 10:30 a.m. bids were opened for Metal Building located at the Road Department. On motion of Owings, seconded by Dalton, the bid of Mr. Richard Hefner in the amount of $2,001.00 for the Armco Metal Building was accepted. Ayes: Clark, Dalton, Walton, Owings. Absent: Long.

John Rotondo, Solid Waste Director, discussed AB 2439 and various other matters. On motion of Clark, seconded by Owings, John Rotondo, Solid Waste Director was authorized $1,000.00 from Water Development Fund to test water quality in some mines in Mariposa County.

On motion of Dalton, seconded by Clark, pursuant to AB 2439, Solid Waste Control Act of 1976, the Board appointed the Health Department as the local solid waste management enforcement agency.

On motion of Dalton, seconded by Walton, Supervisors Owings and Clark were appointed as the Mariposa County Solid Waste Management Board pursuant to AB 2439, Solid Waste Control Act of 1976.

On motion of Clark, seconded by Owings the Board authorized American Forest Products Corporation to temporarily remove the gate on Fish Camp Dump road during their logging operation and repair any damage to the road caused by timber hauling.

The time being 11:00 a.m. bids for Chowchilla Mountain Road construction were opened. Bids were referred to Road Commissioner.

Reno Fererro discussed the possibility of not grading the dirt portion of Oak Road this year. On motion of Clark, seconded by Dalton,
the Board agreed to not having the dirt portion of Oak Road graded this year providing Mr. Fererro contact the Carstens and make sure it is agreeable with them.

On motion of Clark, seconded by Walton, Res. 77-33 was passed and adopted, appropriation in the amount of $58,122.36 to Plan Acquisition General Fund, Avigation Easement and an appropriation in the amount of $269,219.72 to Road Services and Supplies, Chowchilla Mountain.

Auditor was directed to draw warrant in the amount of $58,122.36 to the Mariposa County Title Company for the Avigation Easement at the Mariposa-Yosemite Airport, $54,808 being capital outlay and $3,314.36 in interest, on motion of Clark, seconded by Walton.

On motion of Clark, seconded by Walton, County Counsel was authorized to proceed to acquire Mal-Practice Insurance for the County Public Health Officer.

Lois Lewis, Welfare Director, discussed Foster Home Rates. On motion of Clark, the Board will raise the rates for ages 0-6 $5.00, ages 7-13 $5.00, and the 13 and over age group $10.00. Motion died for lack of a second.

On motion of Clark, seconded by Walton, the Foster Home Rates for age group 0-6 be raised $5.00, 7-13 raised $5.00, and 13 and over age group raised $10.00.

Res. 77-34, passed and adopted, naming Myrtle McSwain and Dr. Gaynell Voyer as Outstanding Senior Citizens of Mariposa County for 1977, on motion of Clark, seconded by Dalton.

On motion of Dalton, seconded by Clark, Wes Snyder was appointed as Emergency Standby Officer No. 2 for Dist. 2.

On motion of Walton, seconded by Clark, the Board met in executive session on a personnel matter for the purpose of interviewing an applicant for Building Inspector and reconvened in regular session.

On motion of Clark, seconded by Dalton, the Board appointed Larry James as Building Inspector for Mariposa County at Range 31, Step A.

The low bid of Tyler-Engelke, in the amount of $216,984.80, for construction on Chowchilla Mtn Rd. was accepted upon recommendation of the Road Commissioner, on motion of Owings, seconded by Clark.

Res. 77-35 was passed and adopted, on motion of Owings, seconded by Walton, authorizing chairman to sign contracts for work to be done on Chowchilla Mtn. Rd.

On motion of Clark, seconded by Owings, the Board set a public hearing for the Extension of Ordinance 439, Building Moratorium at Yosemite West, for 4/26/77 at 2:00 p.m.

Vernon Krone discussed installation of septic tank and leach lines on his property on Whitlock Rd.


Public Hearing was opened on Certificate of Public Convenience and Necessity of Kenneth Cooke for the operation of hauling and disposal system. Res. 77-36 was passed and adopted allowing refuse collection and disposal service within a certain area of the count, on motion of Owings, seconded by Clark.
Chairman excused Supervisor Clark from the meeting of May 24, 1977, to attend a State Postmasters' Convention in Redding.

There being no further business the Board adjourned to meet again in regular session on Tuesday, April 12, 1977, at 10:00 a.m.

FRANK L. LONG, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk &
ex officio Clerk of the Board
MARIPOSA COUNTY
MARIPOSA, CALIFORNIA

AGREEMENT

CHOWCHILLA MOUNTAIN ROAD, 10-MPA-016-CR  X-016(1)

THIS AGREEMENT, made this 12th day of April 1977 by and between MARIPOSA COUNTY, MARIPOSA, CALIFORNIA, herein after called the County and Tyler-Engelke Corporation, herein after called the Contractor;

WITNESSTH:

WHEREAS, the county has caused to be prepared in accordance with law, specifications, drawings and other contract documents for the work herein described and shown and has approved and adopted these contract documents, specifications and drawings and has caused to be published in the manner and for the time required by law, a notice to bidders inviting sealed proposals for doing the work in accordance with the terms of this contract, and.

WHEREAS, the contractor, in response to the notice to bidders, has submitted to the county a sealed proposal accompanied by a proposal guaranty in an amount not less than ten percent (10%) of the bid for the construction of the proposed work in accordance with the terms of this contract, and.

WHEREAS, the county in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted, and as a result has determined and declared the contractor to be the lowest and the best regular responsible bidder for the contract, and has duly awarded to the contractor a contract for the work and for the sums named in the proposal.

NOW, THEREFORE, IT IS AGREED as follows:

Article 1 - Scope of Work:
The contractor shall provide all necessary machinery, tools, apparatus and other means of construction; shall furnish all materials, superintendence, overhead, expenses, all labor and expenses of whatever nature necessary to construct the PROJECT for the county in conformity with the specifications and drawings and other contract documents hereto attached and according to such instructions as may be given by the engineer.
Article II - Contract Prices

The county shall pay the contractor the prices stated in the proposal submitted by the contractor, for complete performance of the contract by the contractor. The contractor hereby agrees to accept the prices as full compensation for all the materials and appliances necessary to the work, for all labor and use of tools and other implements necessary to execute the work contemplated in this contract; for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the work; for all risks of every description connected herewith; for all expense incurred in and in consequence of the suspension or discontinuance of the work, as herein specified; for all liability and other insurance, for all fees and royalties or other expense on account of any patent or patents; for all overhead and other expenses incident to the work and expected profits; and for well and faithfully performing and completing the work and all of the work within one hundred and twenty (120) calendar days from the date of the notice to proceed with the work, all according to the contract drawings and specifications, the details and instructions and the requirements of the county.

Article III - Parts of the Contract

The complete contract consists of the following documents, all of which shall be considered as part of the agreement.

1. Notice to Bidders
2. General Conditions
3. Technical Specifications
4. Plan, Profiles and Detailed Drawings
5. Accepted Proposal
6. Agreement
7. Contract Bonds

All of the documents named above are contained herein with the exception of the bond forms.
IN WITNESS WHEREOF, this contract being executed in triplicate and the parties having caused their names to be signed by authority of their duly authorized office, the 12th day of April 1977

MARIPOSA COUNTY

By

Attest

Secretary

By

Title President

The foregoing contract is approved as to form and legality this 5th day of April 1977

Attorney
CONTRACTOR'S CERTIFICATION

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract.

By [Signature]

-10-
The Board of Supervisors of the County of Mariposa met this 12th day of April, 1977, with all members present.

The Board minutes of April 4 and 5, 1977 were approved as mailed.

The following claims were approved as presented.

- Anti-Recession Operating Fund: $16,098.42
- Water Development Fund: 1,549.00
- Federal Administrative Fund: 857.91
- Law Library: 155.04
- Mariposa County Service Area 1-M (Land Don Pedro): 51.25
- Mariposa County Service Area 1-M (Mariposa Pines): 127.18
- Don Pedro Sewer Zone: 802.48
- Yosemite West Maintenance District: 1,461.68
- S.A.P. Fund: 255.62
- Special Aviation Fund: 185.15
- Mariposa Lighting Fund: 508.73
- Coulterville Lighting Fund: 121.13
- Horntos Lighting Fund: 66.62
- Contingent Fund: 4,780.75
- Recreation & Parks Fund: 1,725.39
- Road Dept.: 22,900.71
- General Fund: 99,237.54

Peter Artero, Road Commissioner, discussed road matters. On motion of Owings, seconded by Walton, the Road Commissioner was authorized to negotiate for a motor grader. On motion of Owings, seconded by Clark, Res. 77-37 was passed and adopted, authorizing Chairman to sign County-State Agreement No. 01, Federal-Aid Off-System Road Project, regarding Indian Peak Road at the west fork of the Chowchilla River.

The resignation of Charles W. Shirley from the Assessment Appeals Board, effective April 15, 1977, was accepted with regret. On motion of Dalton, seconded by Walton, the Clerk was directed to post notice of vacancy on Assessment Appeal Board.

On motion of Clark, seconded by Dalton, Tax Cancellation No. 76-91, Secured, was granted.

On motion of Clark, seconded by Owings, Philip "Bub" Wright was appointed to the Mariposa County Resources Conservation District, effective immediately.

On motion of Clark, seconded by Walton, Res. 77-38, was passed and adopted regarding acquisition of real property. Clerk was directed to publish twice the notice of Intention to Purchase Real Property—the Purchase Price of which is in excess of Three Thousand Dollars and set public hearing for April 26, 1977 at 11:30 a.m.

On motion of Clark, seconded by Dalton, Res. 77-39, Transfer within Assessor’s budget and appropriation of funds for Building Dept., was passed and adopted.

Peggy McElligott, with the firm of Wilson, Jones, Morgan & Lynch, Bonding attorney for the Mariposa Parking District, discussed several matters. On motion of Clark, seconded by Walton, Res. 77-40, was passed and adopted, determining to undertake proceeding pursuant to special assessment and assessment bond acts for the construction of improvements without the proceeding under Div. 4 of the Streets and Highways Code. On motion of Dalton, seconded by Clark, Res. 77-41, was passed and adopted, intention to form a maintenance District and to acquire and construct improvements.

On motion of Clark, seconded by Owings, the Auditor was directed to draw a warrant to Supervisor Dalton in the amount of $393.88 for expenses.
Paul M. Jaco, Fresno office of Housing and Urban Development, Michael Hayes, Housing Representative and George Wing, Community Development representative of the San Francisco Office of HUD, discussed funding and related matters regarding housing.


On motion of Clark, seconded by Owings, the step raise for Julie McCall was granted, to Step B., Range 17, effective May 1, 1977.

On motion of Clark, seconded by Owings, travel was authorized for John Rotondo, Solid Waste Director, to Workshop re Implementation of AB 2439, April 18, 1977 in Oakland.

Mrs. Burrell appeared regarding a bee problem on her property in Coulterville.

Ord. 446, additional requirement for parcel map amending sections 4.3B and 5.0C of Ord. 429, was read and presented, on motion of Clark, seconded by Dalton.

The applications for Civil Defense Crackers were read and allotments made. All persons requesting 1 ton will receive same, those persons requesting 2 or more tons will receive 2 tons. Payment by Cashiers Check or cash is to be made at the Auditor's office.

On motion of Walton, seconded by Owings, the Board of Supervisors meeting of May 3, 1977 is advanced to May 2, 1977, due to the election. Clerk to publish notice.

Rich Begley, Dir. of Parks & Recreation, discussed allocation of Bond Act monies. On motion of Clark, seconded by Walton, Res. 77-42, was passed and adopted, adopting priority plan for expenditure of allocation of funds. On motion of Walton, seconded by Owings, Res. 77-43, was passed and adopted, approving the application for 1976 state grant monies.

On motion of Walton, seconded by Clark, the application of Tax Collector for Discharge of Accountability pursuant to R. & T. Code Sec. 2923 & 2924, was granted.

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 to meet in continued session Monday, April 18, 1977 at 10:00 a.m., for the purpose of public hearing on Anti-Recession funds and other Board matters.

FRANK L. LONG, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk &
ex officio Clerk of the Board
COUNTY-STATE AGREEMENT NO. 01
FEDERAL-AID OFF-SYSTEM
ROAD PROJECT

10 MARIPOSA
District County

PROJECT NUMBER OS-043(1)

INDIAN PEAK ROAD AT THE WEST
FORK OF THE CHOWCHILLA RIVER

THIS AGREEMENT, made in duplicate this 12th day of April, 1977, by and between the COUNTY OF MARIPOSA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the STATE OF CALIFORNIA, acting by and through the Department of Transportation, hereinafter referred to as "STATE".

WITNESSETH

WHEREAS, under the provisions of Title 23, United States Code and other Federal-aid Highway Acts, Federal funds are authorized to be appropriated for expenditure on rural roads not on a Federal-aid System, and Federal funds have been appropriated for such expenditure; and

WHEREAS, as provided by the Federal-aid for Off-System Roads Act of 1975 and Section 2520 et seq., of the Streets and Highways Code, Federal funds have been apportioned to County for the construction of a Federal-aid Off-System Road project selected by COUNTY in cooperation with STATE and described in Exhibit "A" hereto; and

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

NOW, THEREFORE, the parties agree as follows:

DH-OLA-246 (7-75)
5. STATE shall exercise general supervision over FAOS work and may assume full and direct control over the project whenever STATE, in its sole discretion, shall determine that STATE'S responsibility to the United States so requires.

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

7. All costs properly chargeable to the project but ruled ineligible under Federal-aid Highway Acts shall be paid by COUNTY.

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

9. When requested by COUNTY, STATE shall arrange for payment of available project funds for royalties due a property owner for borrow material furnished to the contractor for the project under an agreement between the property owner and COUNTY which has been approved by STATE. A certified copy of such agreement must be filed with STATE.

10. When the Project includes work to be performed by a railroad, the contract for such work shall be entered into by COUNTY or by STATE, at COUNTY'S option. A contract entered into by COUNTY for such work must have the prior approval of STATE. In either event, COUNTY shall enter into an agreement with the railroad providing for maintenance of the protective devices or other facilities installed under the service contract. At the request of COUNTY, STATE shall make direct payment of project funds to a railroad for work performed under a contract between COUNTY and the railroad.
2. Preliminary and construction engineering costs included in the estimate contained in Exhibit A may be financed with project funds. The remainder of such costs shall be financed by COUNTY without reimbursement. When preliminary engineering or construction engineering costs incurred by COUNTY are to be financed with project funds, STATE shall reimburse COUNTY for services performed on the basis of the actual cost thereof to COUNTY, including compensation and expense of personnel working on the project, required materials, and automotive expense provided, however, that COUNTY shall contribute its general administrative and overhead expense. Payments for such services shall be made by STATE upon receipt of invoices from COUNTY prepared in such form and supported by such detail as may be prescribed by STATE.

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

ARTICLE IV - Miscellaneous Provisions

1. This agreement shall have no force or effect unless and until the project is approved by the United States, nor shall any of the Federal funds provided herein be expended unless and until the Federal Government has agreed and is obligated to reimburse STATE in full for the amount of Federal funds to be expended.

2. In the event that the project is programmed on a stage construction basis, COUNTY shall complete the project to its final stage, with or without Federal-aid, at such time as traffic or other conditions warrant and in a manner satisfactory to STATE. Should the work covered by this agreement involve a bridge without approaches, within a period of two (2) years after completion of the bridge, COUNTY shall cause such approaches to be constructed, with or without Federal aid, to design standards acceptable to STATE.

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

4. (a) Neither STATE nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority,
7. The maintenance referred to in the preceding paragraph includes not only the preservation of the general physical features of the roadway, roadside, and surfacing, but also all safety and regulatory features, devices and appurtenances built into the project, and none of said safety features, devices and appurtenances shall be removed, eliminated or decreased in effectiveness without the prior approval of STATE. Safety features to be maintained include a roadside clear of utilities and other obstructions or features which may be a hazard to a motorist who inadvertently leaves the traveled way. No utility pole, tower, or other obstruction shall be placed within the right of way without the prior approval of governing body of the jurisdiction in which the project is located and, where clearances to the traveled way are less than those prescribed by STATE, without prior approval of STATE.

ARTICLE V - Accommodation of Utilities

Utility facilities (as defined in U.S. FHPM 663) may be accommodated on the right-of-way provided such use and occupancy of the highway right-of-way does not interfere with the free and safe flow of traffic or otherwise impair the highway or its scenic appearance; and provided a Use and Occupancy Agreement, setting forth the terms under which the utility facility is to cross or otherwise occupy the highway right-of-way, is executed by the COUNTY and OWNER. The Use and Occupancy agreement setting forth the terms which under the utility facility is to cross or otherwise occupy the highway right-of-way must include the provisions set forth in Section F-11.04 of the LOCAL PROGRAMS MANUAL published by the STATE, unless otherwise approved by the STATE.

ARTICLE VI - Condition of Acceptance

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

STATE OF CALIFORNIA
Department of Transportation

HEINZ HECKEROTH
Assistant Director, Highways

By
Chief, Office of Local Assistance

Approval Recommended:

District Director of Transportation

COUNTY OF MARIPOSA

By
Chairman, Board of Supervisors

ATTEST:  /s/ ELLEN BRONSON
Clerk, Board of Supervisors
ARTICLE VII - Project Location and Description of Work Proposed:

Location: Mariposa County Federal-aid Off System Project OS-043(1) on Indian Peak Road at the West Fork of the Chowchilla River.

Net Length: 0.1 mile

Description of Work:
Construct reinforced concrete bridge and approaches.

ARTICLE VIII - Proposed Project Funding:

Cost:

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<td>Contingencies</td>
<td>5,593</td>
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<tr>
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Financing:

Federal-aid Off System Funds $62,362
County Funds $61,638

ARTICLE IX: Special Covenants

NONE
EXHIBIT B

ARTICLE X - Nondiscrimination Provisions

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

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

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

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

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

5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
The Board of Supervisors of the County of Mariposa met this 18th day of April, 1977, in continued session, with all members present.

The time being 10:00 a.m. the public hearing regarding anti-recession funds opened. Barbara Saye, Auditor-Recorder, discussed several requests with the Board and the hearing closed.

John Anderson, Farm Advisor, discussed request from Drought Emergency Task Force Director. John Anderson was directed to contact the Task Force for specific instructions and various interested agencies.

On motion of Dalton, seconded by Walton, the Chairman was authorized to sign 3rd quarterly report for "701" funds grant, in the amount of $2,960, from the office of Planning and Research.

On motion of Clark, seconded by Dalton, Res. 77-44, was passed and adopted, County agrees to assume full and complete responsibility engendered by the enactment of AB 173.

On motion of Clark, seconded by Dalto, Res. 77-45, was passed and adopted, miscellaneous transfers and appropriations.

On motion of Clark, seconded by Walton, the following amounts of Anti-Recession funds were allocated: Parks & Recreation Dept. - $800 diving boards, $5,600 3/4 ton pickup, $1,000 portable stage platforms; Treasurer-Tax Collector $2,000 photocopier; County Clerk - $1,250 microfilming & extra help, $800 typewriter; Farm Advisor - $4,900 duplicating machines & adapters; Sheriff- $4,137 towards equipment and Deputy (Wawona).

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

On motion Owings, seconded by Clark, Les Arnberger, Superintendent of Yosemite Park, be advised that because of citizen requests and the recognized need the Sheriff's office will patrol regularly in Wawona (Sec. 35, beginning immediately.

On motion of Walton, seconded by Dalton, the Mariposa County Building Department is instructed to issue building permits in Section 35 and process as for the balance of the County. Permission is not required from the Park Service for issuance of said permits.

On motion of Owings, seconded by Walton, the Auditor is directed to draw a warrant to the Postmaster in the amount of $370.95 for mailing of Special Election sample ballots.

On motion of Owings, seconded by Clark, the Board of Supervisors will award a plaque to the first local resident to cross the finish line in the "Fifty Miler" endurance race to be held in June.

Barbara Saye, Auditor, discussed budget matters.

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

FRANK L. LONE, Chairman
Board of Supervisors

ELLEN BRONSON, County Clerk and
ex officio Clerk of the Board
The Board of Supervisors of the County of Mariposa met this 19th day of April, 1977 with all members present.

The minutes of the meeting of April 12, 1977 were approved as mailed.

Peter Artero, Road Commissioner, discussed road matters.

Tom Higgins, State Building Inspector and Larry James, County Building Inspector, discussed various matters concerning the Building Department.

Barbara Saye, Auditor, and John Thompson, Sanitarian discussed budget matters.

Barbara Saye, Auditor discussed State Compensation Insurance. On motion of Dalton, seconded by Owings, Chairman was authorized to sign Endorsement Agreement with State Compensation Insurance Fund.

Bruce Jacobs, Planning Commission Chairman, discussed Ord. 443, Timber Preserve Zoning Ordinance. On motion of Clark, seconded by Walton, the Public Hearing for the extension of Ord. 443 was set for May 17, 1977 at 2:00 p.m.

Charles Cushman, Wawona Property Owners' Association, discussed proposal to the County of Mariposa regarding the law suit against National Park Service. On motion of Walton, seconded by Owings, upon advice of County Counsel, the county will not join the Citizens to Save Wawona, Inc, in litigation against the National Park Service, nor will the county aid them in their request for funding. Ayes: Dalton, Long, Walton, Owings. Not Voting: Clark.

On motion of Owings, seconded by Walton, County Counsel was directed to contact outside counsel and review the five issues presented in the proposal of Mr. Cushman, with the idea of pursuing legal action on the county's behalf.

The Board of Supervisors, acting as the Board of Directors of County Service Area 2W instructed County Counsel to proceed with the implementation of street lighting services and establishing a tax rate within Wawona Service Area.

Superior Court Judge, Dean Lauritzen discussed appointments to the Juvenile Justice Commission. Counsel was directed to prepare an ordinance designating the Juvenile Justice Commission as the Juvenile Delinquency Prevention Commission.

Sam Cuellar of Self Help Enterprises in Modesto, discussed its Community Development Program.

Steve Dunbar, Assessor and David D. Mulligan of Microfiche Publishers, Inc. discussed establishment of the microfiche system in the Assessor's office, at no cost to the county.

Ed Vegim discussed the establishment of an Advisory Board for the Wawona Service Area.

Jack Gould, Undersheriff, discussed the replacement of certain vehicles in the Sheriff's Dept.

Frank Jedziniak discussed request for waiver of Res. 73-69, mobilehome moratorium, for Oak Mobile Park. On motion of Clark, seconded by Dalton, the Board Waived Res. 73-69 as to Phase I of Mr. Jedziniak's plan to increase the park and allowed him to take the necessary steps before the Planning Commission. Ayes: Clark, Dalton, Walton, Owings. Noes: Long
Jack Gould, Undersheriff reported that he had contacted the State Purchasing Dept. regarding purchasing vehicles for the Sheriff’s Dept. On motion of Clark, seconded by Walton, Sheriff's Dept. was authorized to make application for 4 four-wheel drive vehicles. Ayes: Clark, Long, Walton, Owings, Not Voting: Dalton.

Ord. 446, additional requirements for parcel maps, was passed and adopted having been previously presented, on motion of Clark, seconded by Dalton.

On motion of Clark, seconded by Owings, the Claim for Damages of Curtis Wayne Mote was denied pursuant to Government Code Section 911.5.

On motion of Clark, seconded by Owings, Tax Cancellation # 76-92, Secured, was granted.

Upon recommendation of department heads, the following step raises were granted, on motion of Clark, seconded by Walton: C. W. Gann, Road Dept., Step H, Range 24, eff. 5/1/77; Mrs. Cecilia Wray, Voc. Assist., Welfare, Range 12, Step E, eff. 4/1/77.

On motion of Clark, seconded by Walton, the following travel request was granted: Barbara Flarida to Quarter Training Conf. for Vet. Service in South Lake Tahoe, 5/11-13/77.

On motion of Clark, seconded by Dalton, Res. 77-46 to restore ATAAP funds, was passed and adopted.

The Board adjourned to meet in continued session at 7:00 p.m. this evening.

The Board of Supervisors of the County of Mariposa met in continued session to discuss budget matters.

Barbara Saye, Auditor, discussed various budget matters.

On motion of Clark, seconded by Walton, Rd. Dept. was authorized to reallocate original Anti-Recession funds of $7,500 from OSHA to Replacement Culverts.

There being no further business, the Board adjourned to meet in continued session on Monday, April 25, 1977 at 7:00 p.m. in the Courtroom, Courthouse, Mariposa.

[Signature]
Frank L. Long, Jr., Chairman
Board of Supervisors

ATTEST:

[Signature]
ELLEN BRONSON, County Clerk & Ex-officio Clerk of the Board
ENDORSEMENT AGREEMENT

CALIFORNIA WORKERS' COMPENSATION RETROSPECTIVE PREMIUM ENDORSEMENT

RETROSPECTIVE RATING PLAN — The policy to which this endorsement is attached is subject to the provisions of the California Workers' Compensation Retrospective Rating Plan as approved by the Insurance Commissioner.

Effective from July 1, 1977 at 12:01 A.M. Standard Time

Issued to County of Mariposa (A Public Agency)

Amending Policy Number 44621-77

It is agreed that the premium for the Policy shall be determined as follows:

1. ELEMENTS IN DEVELOPMENT OF RETROSPECTIVE PREMIUM — The computation of the retrospective premium is based upon the following elements:

(a) Standard Premium — The premium computed in accordance with the provisions of the Policy, other than this endorsement, not including any premium developed under operations assigned to Classification 6260 — "Tunneling – pneumatic" shall be known as the standard premium. The earned standard premium shall be used to determine the basic premium, the minimum retrospective premium and the maximum retrospective premium.

(b) Basic Premium — The basic premium is that percentage of the earned standard premium stated in the "Basic Premium" column of the "Table of Rating Values" which forms a part of this endorsement.

(c) Incurred Losses — Incurred Losses, in this endorsement, shall mean the California Workers' Compensation losses under the Policy, both the actual paid losses and the reserves as estimated by the Company for unpaid losses, except that:

(1) Each accident shall be limited to a maximum of $50,000 for the combined amount of indemnity and medical losses.

(2) The indemnity loss used for each claim on account of death shall be the California average value for such indemnity as determined by the Bureau.

(3) The indemnity loss for each death case for which the Carrier has been subrogated in whole, or in part, shall be that percentage of the average value that the net cost of the indemnity portion of the case bears to the gross cost of the indemnity portion of the case. The net cost shall include any allocated claim expense incurred in the subrogation recovery.

(4) Subrogation cases not involving death shall be taken at their net value, subject to the limitation of the maximum value as noted in (1) above.
(5) The indemnity loss for closed compromised death cases, which were compromised over the sole issue of the applicability of the Workers' Compensation Laws of California, shall be such proportion of the average indemnity death value as the amount of the settlement bears to the total loss which would have resulted if the death had clearly been within the scope of the Workers' Compensation Laws of California.

(6) Losses arising from operations assigned to Classification 6260 — "Tunneling — pneumatic" shall be excluded from the actual incurred loss of the Insured Operation.

2. RETROSPECTIVE PREMIUM - The retrospective premium is the sum of:

(a) The basic premium; and

(b) The incurred losses; and

(c) 15% of the incurred losses.

If such premium is less than the minimum retrospective premium, the minimum retrospective premium shall be the retrospective premium for the risk; and if such premium is more than the maximum retrospective premium, the maximum retrospective premium shall be the retrospective premium for the risk.

Minimum Retrospective Premium — The minimum retrospective premium is that percentage of the earned standard premium stated in the "Minimum Retrospective Premium" column of the "Table of Rating Values".

Maximum Retrospective Premium — The maximum retrospective premium is that percentage of the earned standard premium stated in the "Maximum Retrospective Premium" column of the "Table of Rating Values".

3. FIRST COMPUTATION OF RETROSPECTIVE PREMIUM — Within six months after the termination of the Policy, the Company shall make an audit of the records of the employer in order to compute the earned standard premium, and to determine therefrom, the basic premium.

Within twenty months after the effective date of the Policy the Company shall determine the amount of the incurred losses, including therein its estimate of the unpaid losses as of the date eighteen months after the effective date of the Policy. From the basic premium and the incurred losses so determined the Company shall then make the first computation of the retrospective premium.

4. SUBSEQUENT RECOMPUTATIONS OF RETROSPECTIVE PREMIUM — Twelve months after the first computation, the Company shall make the second computation of the retrospective premium on the basis of the Company's determination of the amount of the incurred losses, including therein its estimate of the unpaid losses as of the date thirty months after the effective date of the Policy.

Twenty-four months after the first computation, the Company shall make the third computation of the retrospective premium on the basis of the Company's determination of the amount of the incurred losses, including therein its estimate of the unpaid losses as of the date forty-two months after the effective date of the Policy.

A fourth and a fifth computation shall be made thirty-six months and forty-eight months after the first computation, providing a written request signed by either the Employer or the Company is submitted to the Bureau within 90 days after the promulgation of the preceding adjustment.

The premium determined by the final computation of the retrospective premium plus any other premium computed in accordance with the provisions of the Policy which was not included in the development of the retrospective premium, shall be the final premium for the policy.

5. PAYMENT OF PREMIUM.

(a) If at any time subsequent to the effective date of the Retrospective Agreement it is determined that the Standard Premium has been underestimated, the employer shall pay promptly to the Insurance Carrier additional Premium to be based upon the Reestimated Standard Premium as determined by audit or otherwise.
(b) Retrospective Premium — After the Company has made the initial computation of the retrospective premium, the Employer shall pay to the Company the difference between the retrospective premium and premium previously paid to the Company, if the retrospective premium is greater than the premium previously paid. The Company shall return to the Employer the difference between the retrospective premium and the premium previously paid to the Company, if the retrospective premium is less than the premium previously paid.

Corresponding adjustment shall be made at the time of each recomputation of the retrospective premium.

All adjustments hereunder are subject to the minimum retrospective premium and to the maximum retrospective premium.

6. CANCELLATION OF POLICY.

(a) Cancellation by the Employer — In the event of cancellation by the Employer:

(1) The earned standard premium for the period that the Policy is in force is to be computed at short rates in accordance with the short rate cancellation table shown in the California Workers’ Compensation Manual.

(2) The earned standard premium so computed shall be used to determine the basic premium for the Policy.

(3) The earned standard premium so computed shall be the minimum retrospective premium.

(4) The maximum retrospective premium shall be based upon the earned standard premium computed pro rata for the period that the Policy is in force extended to the normal expiration date of the Policy.

(b) Cancellation by the Company — In the event of cancellation by the Company, the earned standard premium for the period that the Policy is in force is to be computed on a pro rata basis and the retrospective premium shall be computed on the basis of such earned standard premium. However, in the event of cancellation for non-payment of premium, the maximum retrospective premium shall be based upon the earned standard premium computed pro rata for the period that the policy is in force extended to the normal expiration date of the Policy.

7. APPLICATION TO CALIFORNIA WORKERS’ COMPENSATION PREMIUM ONLY — The provisions of this endorsement apply solely to the premium for operations covered by the Policy which, for purposes of premium determination, are subject to the jurisdiction of the California Inspection Rating Bureau.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, stipulations, conditions, or limitations of this Policy other than as above stated.

This endorsement, issued by the STATE COMPENSATION INSURANCE FUND, when countersigned by a duly authorized officer or representative of the FUND, and attached to this Policy shall be valid and form part of this Policy.

B. Freedman
EXECUTIVE VICE PRESIDENT

E. Sorell
PRESIDENT
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EMPLOYER'S ACCEPTANCE

The employer states that he is familiar with all of the terms and obligations of the California Retrospective Rating Plan, including those conditions respecting initial premium payment and final minimum and maximum premium adjustments. He is aware that no insurance may be obtained against the penalty premium which may result from the operation of this Plan, nor may any contract or agreement be entered into between the employer and the carrier for waiver of such penalty premium.

He declares that there is not now any contract or agreement by the terms of which he will be reimbursed by any persons or entity for any part of the penalty premium which may result from the application of this Plan and states that no such contract shall be entered into.

The policy to which this endorsement is attached is hereby accepted by the employer subject to the provisions of the California Workers' Compensation Retrospective Rating Plan as approved by the Insurance Commissioner.
April 25, 1977

The Board of Supervisors of the County of Mariposa met this 25th day of April, 1977, in continued session to conduct a public meeting to answer questions related to Ord. No. 430 (Mobilehome Zoning Overlay) the enactment of which will be voted on by Referendum Election May 3, 1977. Present: Supervisors Clark, Dalton, Long and Owings. Absent: Walton.

The public meeting opened at 7:00 p.m. and adjourned at 9:30 p.m.

There being no further business, the Board adjourned to meet again in regular session, Tuesday, April 26, 1977 at 10:00 a.m.

FRANK L. LEE, JB., Chairman
Board of Supervisors

ATTEST:

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

April 26, 1977

The Board of Supervisors of the County of Mariposa met this 26th day of April, 1977, with all members present.

The minutes of the meetings of April 18 and 19, 1977 were approved as corrected and published.

The Board of Supervisors, acting as the Board of Directors of Yosemite West Maint. Dist. took the following action: On motion of Owings, seconded by Walton, Res. 77-2 was passed and adopted, transfers by object, from Supplies to Transportation & Travel and Utilities and from Repairs & Maint. to Contractual Service and Utilities.

On motion of Clark, seconded by Owings, transfers by cost center from Pumping-Maint. Structures to Pumping-Power Purchased, in the amount of $150.00 and from Collection Facility to Treatment Facility in the amount of $400.00 were approved.

On motion of Owings, seconded by Clark, the Board approved the claims of three men at the Road Dept. for stolen tools, in the amount of $308.75. The county will act as self-insurer in this matter however will not set a precedent.

Letter from Mr. & Mrs. C.M. Reynolds regarding construction on Carleton Road was read and discussed.

The Road Commissioner was authorized to oil one mile on Hunter's Valley Rd. and 3/10 of a mile on Oak Rd., and also install a "Road Narrows" sign at the end of the blacktop on Oak Rd., on motion of Clark. Motion died for lack of a second.
The Board of Supervisors of the County of Mariposa met this 25th day of April, 1977, in continued session to conduct a public meeting to answer questions related to Ord. No. 430 (Mobilehome Zoning Overlay) the enactment of which will be voted on by Referendum Election May 3, 1977. Present: Supervisors Clark, Dalton, Long and Owings. Absent: Walton.

The public meeting opened at 7:00 p.m. and adjourned at 9:30 p.m.

There being no further business, the Board adjourned to meet again in regular session, Tuesday, April 26, 1977 at 10:00 a.m.

ATTEST:

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

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

The Board of Supervisors of the County of Mariposa met this 26th day of April, 1977, with all members present:

The minutes of the meetings of April 18 and 19, 1977 were approved as corrected and published.

The Board of Supervisors, acting as the Board of Directors of Yosemite West Maint. Dist. took the following action: On motion of Owings, seconded by Walton, Res. 77-2 was passed and adopted, transfers by object, from Supplies to Transportation & Travel and Utilities and from Repairs & Maint. to Contractual Service and Utilities.

On motion of Clark, seconded by Owings, transfers by cost center from Pumping-Maint. Structures to Pumping-Power Purchased, in the amount of $150.00 and from Collection Facility to Treatment Facility in the amount of $400.00, were approved.

On motion of Owings, seconded by Clark, the Board approved the claims of three men at the Road Dept. for stolen tools, in the amount of $308.75. The county will act as self-insurer in this matter however will not set a precedent.

Letter from Mr. & Mrs. C.M. Reynolds regarding construction on Carleton Road was read and discussed.

The Road Commissioner was authorized to oil one mile on Hunter's Valley Rd. and 3/10 of a mile on Oak Rd., and also install a "Road Narrows" sign at the end of the blacktop on Oak Rd., on motion of Clark. Motion died for lack of a second.
Scott Pinkerton, Fair Secretary-Manager, discussed Fair Premium Book Advertisements. On motion of Owings, seconded by Clark, the $325 cost of the Fair Premium Book ad is to be included in the '77-78 budget under advertising.

On motion of Clark, seconded by Walton, Res. 77-48, was passed and adopted, authorizing Paul E. Paige, Sheriff, to execute applications and agreements for financial aid regarding Boating Safety and Enforcement.

Bruce Jacobs, Planning Commission Chairman, discussed Planning Commission matters. The Board met Monday, May 2, 1977 at 7:00 p.m. for a joint meeting with the Planning Commission to discuss Planning Assistance.

The Board appointed Bob Rader, Bob Chivers, E. C. Verley, William Van Cleave, and R. W. Phillips to the Building Dept. Advisory Committee. Clerk was directed to notify members of their appointment.

Charles Hand, Deputy Probation Officer, discussed State Subsidy Program. On motion of Clark, seconded by Walton, Res. 77-49, was passed and adopted, stating the county will participate with the State of California in the Special Supervision Program for Mariposa Co. Probation Dept. and appointing Pauline Hand, Probation Officer as County Official to coordinate with the state any and all planning in connection with the special program.

On motion of Clark, seconded by Walton, the Board authorized Lois Lewis, Welfare Director to hire Cecilia Wray as Eligibility Worker I, Trainee, at Range 14, Step C, effective May 1, 1977.

Res. 77-50 was passed and adopted stating that the County of Mariposa will sponsor the "Butterfly Days" parade and it will be conducted under the supervision and direction of the Mariposa Parks and Recreation Dept., on motion of Clark, seconded by Walton.


On motion of Clark, seconded by Owings, Ord. 447, designating the Juvenile Justice Commission as the Juvenile Delinquency Prevention Commission was presented. Vote to be held on May 2, 1977.

On motion of Clark, seconded by Walton, the Parks and Recreation Director was authorized to negotiate for purchase of a pickup.

On motion of Clark, seconded by Walton, the Board adopted the procedure of receiving tax bills as outlined in Section 2615.3 of the Revenue and Taxation Code of the State of California, upon the request of the Treasurer- Tax Collector.

On motion of Owings, seconded by Clark, the Board set the pay for the precinct workers for the County Referendum Election to be held Tuesday, May 3, 1977, at $30.00 for Clerks and $35.00 for Inspectors and Judges.

On motion of Clark, seconded by Owings the following travel requests were granted: Judge Egon W. Mueller to Region K. Crim. Justice Planning meeting of Judicial Task Force, in Modesto, April 27, 1977; Don Phillips, Phyllis Stewart, Beverly Davis, Treas.-Tax Collector's Office to workshop on 5/10/77 in Fresno; Barbara Saye, Auditor-Recorder and Carol Langley, Welfare Dept. to meeting in Fresno 4/29/77.

On motion of Clark, seconded by Owings, the Board approved the request of the County Clerk for reallocation of Anti-Recession funds from Microfilm Reader-Printer and Photocopyer to Typewriters, in the amount of $1,499.41.
Res. 77-51 was passed and adopted, on motion of Clark, seconded by Walton, which describes proposed boundaries of Parking Assessment Dist., direct filing of boundary map and assessment diagram and the recodernad of notice of assessment.

The public hearing regarding the purchase of the Scott property was opened. On motion of Owings, seconded by Clark, the Board will proceed with the purchase of the property. Clerk directed to notify the insurance agent.

Vern Ullstrom, representative of Business Improvement Group, discussed the opening of the Old Jail for tours during "Butterfly Days". On motion of Clark, seconded by Owings, the Lions Club is authorized to open the Old Jail and conduct tours during the May 14 & 15 "Butterfly Days".

On motion of Walton, seconded by Clark, bill for damage of Sheriff's vehicle, in the amount of $543.92, was authorized to be paid out of Vehicle Property Damage Fund.

Public hearing for Extension of Ord. 439 regarding the Moratorium on building permits in Yosemite West was opened. On motion of Owings, seconded by Walton, the ordinance be allowed to terminate at the end of the 120 days from the date of passage. Ayes: Clark, Walton, Owings. Noes: Long, Dalton.

On motion of Dalton, seconded by Owings, County Counsel was directed to proceed with litigation, on behalf of the county, against Yosemite West Associates, 40 Acres Inc., Yosemite Highlands and Interwest Corp. and to coordinate where possible for similar relief.

Henry Kowitz discussed waiver of Ord. 429 regarding the 2½ acre minimum. On motion of Owings, seconded by Clark, public hearing was set for May 17, 1977 at 4:00 p.m. to discuss waiver of said ordinance. Clerk to notify all property owners within 300 ft. of the property and publish notice.

Mary Lewis discussed possibility of Federal Funding for building a Community Clubhouse on her government land to be used by Senior Citizens and teenagers. Supervisor Owings to follow through on the request for funding.

Arthur Rohde, Mental Health Administrator, Victor Duerkksen, Director Mental Health Adv. Board, and Barbara Saye, Auditor, discussed budget matters.

On motion of Owings, seconded by Clark, Res. 77-52 was passed and adopted amending Salary Resolution No. 76-135 to add 1 deputy, making a total of 6 deputies in the Sheriff's Dept.

On motion of Clark, seconded by Dalton, Res. 77-53, misc. transfers and appropriations, was passed and adopted.

John Rotondo, CETA project Administrator discussed the Summer Youth Program. On motion of Clark, seconded by Owings, Res. 77-54 was passed and adopted, authorizing Chairman to sign and execute the Subgrant on behalf of the County of Mariposa for the Summer Youth Program.

On motion of Clark, seconded by Walton, Glen Power was appointed as Official Conservator Investigator for the County of Mariposa.

On motion of Clark, seconded by Dalton, Res. 77-55, passed and adopted, endorsing Inyo County Supervisor (Mrs.) Wilma Muth for Membership on the State Water Resources Control Board.

On motion of Owings, seconded by Walton, the Board endorses SB 154 Property Tax Legislation, however the Board feels it is not necessarily the solution to the problem. Clerk directed to notify Senators Zenovich...
and Petris, Assemblyman Maddy, CSAC Rev and Tax. Committee and RCRC.

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 to meet again in regular session on Monday, May 2, 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 this 2nd day of May, 1977 with Supervisors Clark, Long and Owings present. Supervisors Dalton and Walton excused due to illness.

Peter Artero, Road Commissioner, discussed road matters.

On motion of Owings, seconded by Clark, the solid waste committee was authorized to negotiate with the Park Service regarding refuse hauling services.

The time being 10:45 a.m. the public hearing opened to consider Greenamyer request for waiver of 2½ acre minimum lot split, as required by Ord. 429. Testimony was heard and the hearing was closed. Waiver was granted based upon the following findings: (1) Parcel is unusual in terms of topography and (2) the circumstances justify the granting of the waiver request and (3) the granting of the waiver request does not constitute a special privilege. Clerk is to notify the Planning Commission and ask the Commission to consider proposed uses of land when the parcel map is presented for review.

Gary Foss, Personnel Consultant, discussed several matters. On motion of Clark, seconded by Owings, the Board adopts "Classification Plan, Class Specifications, Allocation of Positions" dated January, 1977 and the "Classification and Compensation Report; dated March, 1977 as amended verbally and by the Addendum of April 30, 1977. On motion of Owings, seconded by Clark, Res. 77-56, setting salaries, was passed and adopted, to become effective July 1, 1977. On motion of Clark, seconded by Owings, Ord. No. 448, Department Head Salaries, was presented for first reading. On motion of Owings, seconded by Clark, "Amendment to Classification and Compensation Report; dated April 22, 1977 was adopted by the Board. On motion of Clark seconded by Owings, staff was directed to implement the remainder of the consultant’s recommendations not contained in the salary resolution and ordinance, namely: a. Longevity Pay Plan c. Pay or compensating time off, for overtime worked, at the rate of time and a half for the Road and Sheriff’s Departments, excepting office and clerical employees. All other employees to receive overtime payment or compensating time off at the straight time rate. d. Staff is directed to present to the Board of Supervisors a report which specifies what holiday the employees wish to trade for the day after Thanksgiving. e. The Work Performance Evaluation program be initiated in conjunction with the date the salary increases become effective. f. Establish a flat rate salary plan for appointed department heads. It is stipulated that the date for implementation of the approved salaries, hours, benefits, working conditions and classifications will be July 1, 1977.

Ordinance No. 447 regarding the Juvenile Justice Commission was passed and adopted, having been previously presented.

On motion of Clark, seconded by Owings, the Auditor was authorized to pay CH2M Hill invoice of April 28, 1977 in the amount of $6,132.97 for Coulterville Final Design. The bill had previously been approved by the Counsel and the Engineer.

Letter was read from Richard S. Gimblin, attorney at law, representing Mrs. Anna Vocka regarding Charles Street easement across Mrs. Vocka’s land. Clerk to advise Mr. Gimblin that the Board will view the land and report back to him regarding possible abandonment proceedings.

On motion of Clark, seconded by Owings, the following travel was granted: District Attorney, Calif. D. A.’s meeting, 5/19-20/77, South Lake Tahoe; John Anderson, Farm Advisor, S. J. Regional 4-H Staff meeting, 5/10-11/77, Visalia.

Res. 77-57, honoring John Tomko upon his retirement, was passed and adopted on motion of Clark, seconded by Owings.

Rich Begley, Parks & Recreation Director, discussed need for additional
water at Mariposa Park facility. On motion of Owings, seconded by Clark, the Director is authorized to proceed to have well drilled, not to exceed $1,500.

On motion of Owings, seconded by Clark, Res. 77-58, was passed and adopted, transfers: Parks & Recreation $1,500 from 13c to 13 and Sheriff $1,250 from 18 to Clothing, Trans & Travel, etc. re Wawona deputy.

On motion of Clark, seconded by Owings, Application and Permit to Construct form presented by Tom Higgins and approved by the County Counsel was accepted for use by the Building Department.

On motion of Owings, seconded by Clark, the Chairman of the Airport Committee is to obtain proposals and make arrangements to install two security lights at the Airport.

On motion of Clark, seconded by Owings, $409 remaining from allocation for Heating and Cooling of Hall of Records was reallocated to pipe for Courthouse and Hall of Records water supply.

On motion of Owings, seconded by Clark, Res. 77-59 was passed and adopted requesting the State Controller to rescind sale in Yosemite West of Lot 1, Unit 1, and allow the County to proceed regarding the purchase.

On motion of Owings, seconded by Clark, the Chairman was authorized to sign the contract for service wherein the Sheriff transports county mental health patients to acute care facilities.

The Board of Supervisors and the Planning Commission held a joint meeting at 7 p.m. to discuss possibilities of planning assistance. On motion of Owings, seconded by Clark, the Planning Commission is instructed to investigate the possibility of employing a consultant to develop a program which may lead to the employment of assistance for the Planning Commission.

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

FRANK L. LONG, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk and ex officio Clerk of the Board
This Contract, effective July 1, 1977, between Kings View Community Service dba Mental Health Services for Mariposa County, hereinafter identified as Contractor, and the Sheriff’s Department of Mariposa County, hereinafter identified as Sheriff to cover transportation of Mariposa County residents to acute care facilities.

WHEREAS, The Acute Hospital Service for Mariposa County Mental Health patients is Fresno Community Hospital.

WHEREAS, Contractor does not have suitable transportation available.

WHEREAS, no public transportation is available for transporting patients except through the Office of the Sheriff.

NOW, THEREFORE, this Service Contract is entered into by the named parties.

Upon notification of the Sheriff’s Office by the Contractor’s employees of a need for transportation, the Sheriff agrees to make manpower and vehicles available for transporting.

The Contractor agrees to reimburse the Sheriff, on a trip basis, for costs involved from Short Doyle Program Funding. Reimbursement will be computed as follows: fifteen (15) cents per mile plus Sheriff’s employee salary for time involved in round trip transportation.

It is computed and understood that this Contract limit is $2,000 per fiscal year.

This Contract may be cancelled by either party giving the other party 60 days notice and unless cancelled will remain in effect until June 30, 1978. Contract may be reviewed year-to-year thereafter unless cancelled as provided above.

Kings View

Mariposa - Sheriff

Date: MAY 2 1977

Chairman, Mariposa County Board of Supervisors
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Kings View

Mariposa - Sheriff

Date: MAY 2 1977

Chairman, Mariposa County Board of Supervisors
BOARD OF SUPERVISORS

May 10, 1977

The Board of Supervisors of the County of Mariposa met this 10th day of May, 1977, with Supervisors Dalton, Long, Walton, and Owings present. Supervisor Clark excused.

The Board minutes of the meeting of May 2nd were approved as mailed.

Peter Artero, Road Commissioner, discussed road matters and difficulties encountered in trying to obtain right-of-ways for highways.

On motion of Dalton, seconded by Walton, Resolution 77-60, was passed and adopted, certifying to Dept. of Public Works, the total mileage of county maintained roads to be 559.65 miles.

Kathy Harvison, Vice-President of Mariposa Branch of the Society for the Prevention of Cruelty to Animals, and Eddie Mankins, Constable & Animal Control Officer, addressed the Board regarding the need for a Humane Officer and Assistant Animal Control Officer in the County. A committee was appointed to study the matter and report back to the Board May 17, 1977.

John Thomson, Sanitarian, discussed waste discharge requirements for Fish Camp Dump. He was directed to notify the Regional Water Quality Control Board that the Board is considering discontinuing this dump.

Bruce Jacobs, Planning Commission Chairman, discussed various matters.

Upon recommendation of department heads, the following step raises were granted on motion of Dalton, seconded by Owings; Howard Taber, Road Dept., Rge. 24, Step D, eff. 6/1/77; Jarold L. Vogt, Road Dept., Rge. 30, Step D, Eff. 6/1/77; Joan Faust, Secretary, Planning Commission, Rge. 17, Step E, eff. 6/1/77.

On motion of Dalton, seconded by Owings, the Board regretfully accepted the resignations of Harold Locke, Planning Commissioner-at-Large, and Robert Bevington, Planning Commissioner of District No. 1.

Everet Gale, Parks Manager MID, presented his quarterly report regarding Boating Safety and Law Enforcement.

On motion of Owings, seconded by Walton, Resolution 77-61 was passed and adopted, opposing AB 886 because it affects the County adversely.

On motion of Owings, seconded by Walton, the Board endorses AB 719, the latest revision of the Cullen Bill regarding Mobile-homes. Clerk to notify Senators Cullen, Zenovich; Assem. Maddy, Assembly Tax Com., and RCRC.

County Counsel, Neil Van Winkle, presented second proposal for codifying the County's Ordinances. On motion of Dalton, seconded by Walton, the Chairman was authorized to sign a contract with the Book Publishing Company to codify the County's Ordinances.
On a motion of Owings, seconded by Walton, County Counsel was asked to present to the Planning Commission a proposal to amend the Sewage Disposal Ordinance to require percolation tests on parcels of 5 acres or less.

Supervisor Dalton and County Counsel were authorized to draft a letter of protest to Yosemite Park & Curry Company's abandonment of bus service between Modesto and Yosemite National Park.

On motion of Walton, seconded by Owings, the public hearing appealing denial of Land Division Application No. 573 (Gosnell), by the Planning Commission, is set for May 24, 1977, at 7:00 p.m. Clerk to notify appellant.

Chairman authorized to sign Agreement to Purchase Tax Deeded Land regarding Lot 1, Unit 1, Yosemite West Subdivision, on motion of Owings, seconded by Walton.

The Board of Supervisors, acting as the Board of Directors of the Yosemite West Maintenance District, took the following action: On motion of Owings, seconded by Dalton, Chairman was authorized to sign Agreement to Purchase Tax Deeded Land.

On motion of Owings, seconded by Walton, Res. 77-62, was passed and adopted, regarding agreement for cooperative work between the Forest Service and Mariposa County on Cold Springs Road, dated June 23, 1976.

On motion of Dalton, seconded by Owings, Ord. 449, repealing Ordinances 430 and 445 in keeping with the recent referendum election results, was presented for the first reading. Vote to be held May 17, 1977.

On motion of Owings, seconded by Walton, Ord. 450, amending Ord. 429 to legalize existing parcel map recording practices heretofore allowed on the advice of the County Counsel, was presented for the first reading. Vote to be held May 17, 1977.

Ord. 448, Department Heads and Supervisors salaries, was presented for second reading. On motion of Dalton, seconded by Walton, Ord. 448 was amended to read that Supervisors be paid annual salary of $10,500 and Chairman to receive additional $1,200. Ayes: Dalton, Walton, Owings. No: Long. Absent: Clark. Vote to be held on amended proposed Ordinance May 17, 1977.

At the request of the Planning Commission and on motion of Dalton, seconded by Owings, the Board passed and adopted Res. 77-63 transferring funds from Fixed Assets to Office Expenses.

The unexpired term of Chas. Shirley, on the Assessment Appeal Board, is to be re-noticed and published in the newspaper at least two times. Notice is to be expanded to include description of the mandated qualifications for the position, pursuant to Revenue and Taxation Code No. 1624. The two applicants are to be contacted to submit their qualifications.

On motion of Walton, seconded by Dalton, the following travel requests were granted: Nunc pro tunc, Dist. Atty., Court re guardianship, etc., Fresno, 4/30/77: Joan Tune & Kathleen Bagwell, Planning Commissioners, Course CA land Use & Dev, 5/27/77, Oakland; Chic Hand, Crim. Justice Training, 5/23-27/77, Sacramento; County Counsel & Assessor, Co. Csl's Assoc. re Taxation Section, 5/18-20/77. San Diego. Ayes: Dalton, Long, Walton; No: Owings; Absent: Clark.
On motion of Owings, seconded by Dalton, the Auditor is directed to draw a warrant for $33,326.00 to Mariposa Title Co. for the purchase of the Scott property.

The Clerk is directed to contact County Engineer and Soil Conservationist to go over the preliminary copy of Flood Hazard Boundary Maps for Mariposa County.

On motion of Dalton, seconded by Owings, the Auditor is directed to draw a warrant in the amount of $102 to the California Regional Water Control Board for filing fee to prepare final waste discharge requirements for the Coulterville Wastewater System.

On motion of Dalton, seconded by Walton, Resolution 77-64 was passed and adopted, authorizing Chairman to sign and accepting the Federal Aviation Administration's Grant Offer for Project No. 5-06-0147-02 for the Mariposa-Yosemite Airport.

On motion of Owings, seconded by Walton, a public hearing will be held on June 14, 1977, at 3:00 p.m., regarding the application for certificate of Public Convenience and Necessity by Steve Goldman. Ayes: Long, Walton, Owings; Absent: Clark, Dalton. Clerk to notify applicant.

Letter from Mr. Kenneth Cooke of Cooke’s Disposal Service requesting a temporary waiver of Dump Fee was referred to John Rotondo, Solid Waste Director, and John Thomson, County Sanitarian.

On motion of Walton, seconded by Owings, the Board ratified the action of Chairman Pro Tem. Clark in requesting funds for capital equipment for existing ATAAAP programs.

On motion of Owings, seconded by Walton, the Auditor is authorized to draw a warrant to pay for registration, in the amount of $675, for Supervisor Owings, County Counsel and County Road Commissioner to attend Zero Base Budgeting For Government Administrators in San Francisco, June 29 and 30.

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

There being no further business the Board adjourned to meet again in regular session, Tuesday, May 17, 1977, at 10:00 a.m.

FRANK L. LONG, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk and ex officio Clerk of the Board
AGREEMENT TO PURCHASE TAX DEEDED LAND

THIS AGREEMENT, made this 10th day of May, 1977, by and between the Board of Supervisors of the County of Mariposa, State of California, and the Yosemite West Unit No. 1 Maintenance District, pursuant to the provisions of Division 1, Part 6, Chapter 8, of the Revenue and Taxation Code.

WITNESS ETH:

THAT WHEREAS, the real property situated within the County of Mariposa, State of California, hereinafter set forth and described in Exhibit "A", attached hereto and made a part hereof, has been deeded to the State of California for the non-payment of delinquent taxes; and

WHEREAS, the taxes levied on the property by the Yosemite West Unit No. 1 Maintenance District are collected by the County officers;

NOW, THEREFORE, it is mutually agreed as follows:

1. That as provided by Section 3800 of the Revenue and Taxation Code, the cost of giving notice of this agreement shall be paid for by the Yosemite West Unit No. 1 Maintenance District;

2. That the Board of Supervisors of the County of Mariposa agrees to sell to said Yosemite West Unit No. 1 Maintenance District and said Yosemite West Unit No. 1 Maintenance District agrees to purchase from said County property hereinafter
set out in the aforesaid Exhibit "A", which shall not have been
redeemed as provided in the Revenue and Taxation Code, upon pay-
ment by said District to the Tax Collector of said County the
sum set forth in said Exhibit "A" after the description of the
property and designated "Purchase Price", within thirty (30)
days after this agreement becomes effective.

3. That said Yosemite West Unit No. 1 Maintenance
District will share in the distribution of the payment required
by this agreement.

IN WITNESS WHEREOF, the parties hereto have caused
their respective names to be hereunto subscribed and their
respective seals to be hereto affixed by their respective officers
thereunto duly authorized.

ATTEST: BOARD OF SUPERVISORS OF THE
COUNTY OF MARIPOSA:

ELLEN BRONSON FRANK L. LONG, JR.
ELLEN BRONSON, County Clerk FRANK L. LONG, JR., Chairman
and Ex-Officio Clerk of the
Board

ATTEST: YOSEMITE WEST UNIT NO. 1
MAINTENANCE DISTRICT:

FRANK L. LONG, JR.

This agreement was submitted to me before execution by the
Board of Supervisors and I have compared the same with the
records of the County of Mariposa relating to the real property
described therein.

ALBERTA J. GARRETT
ALBERTA J. GARRETT, Tax Collector
APPROVED this __________ day of __________, 1977

CONTROLLER OF THE STATE OF CALIF.
EXHIBIT "A"

LEGAL DESCRIPTION
Lot No. 1 of Yosemite West Subdivision,
Unit No. 1 AKA APN: 06-130-20

PURCHASE PRICE
$2,177.16
CODIFICATION OF ORDINANCES FOR MARIPOSA COUNTY, CALIFORNIA
PUBLICATION OF ONE HUNDRED (100) COPIES OF THE CODE PLUS
SUPPLEMENTATION SERVICE

This contract covers complete editorial work of codification and
the publication of one hundred (100) copies of the code in BPC
8-1/2" x 11" MULTILITH FORMAT. A sample code page is attached
in this contract following the signature page.

The code may be printed on one side of the sheet [ ], or on both
sides of the sheet [ ]. Choice is usually based on the probable
size of the code to result in a single volume of convenient size.

The 250 pages stated for the Basic Charge is not an estimate of
the size of the code for the Mariposa County.

BASIC CHARGE - 8-1/2" x 11" Multilith Code of 250 pages . . $5500.00
Charge for each page over 225 pages - per page . . . . $ 11.00

BINDERS

[ ] Mechanical loose-leaf binders - Each . . . . . . . . . $ 7.50

MAP, DIAGRAM OR TABULAR PAGES

Extra charge per page . . . . . . . . . . . . . . . . . . . . . . $ 10.00

This charge applies to the basic code and
future supplements.

TABBED DIVIDER PAGES

Book Publishing Company will supply tabbed divider
pages for the main sections of the code at no charge.

(Additional tabbed divider pages are available.)

FREIGHT CHARGES

F.O.B. - Seattle

*No Charge for Blank Pages
PAYMENT SCHEDULE

On signing of the contract, twenty-five hundred ($2500.00) dollars is due for payment. An additional one thousand ($1,000.00) dollars is due when the Ordinance Analysis and Report is submitted to the municipal attorney.

The balance of the total cost of the code is due on delivery of the code books to the municipality.

By agreement between the company and the municipality, the payment schedule may be extended over a longer period. Balances due later than sixty (60) days after delivery of the code books are subject to an interest charge of 8% per year, to be paid with the principal payments.

WORKING COPIES OF ORDINANCES

The municipality will supply to the company two legible working copies of each ordinance which is printed on one side of the paper or three legible working copies of each ordinance which is printed on both sides of the paper. If working copies are not available, the municipality will make the ordinance books available for duplicating. The company will make duplicates of the ordinances necessary to the code and will charge the municipality the company's cost in having the ordinances duplicated.

TIME FOR COMPLETION

Time is of the essence. It is the intention of the company to deliver the completed code volumes to the municipality within one year of the signing of this contract. Should delivery be delayed because of the municipality's delay in performing its duties according to this contract, the company shall have the right to increase the final cost of the code to compensate for any increase in labor, materials or overhead costs.

PRODUCTION SCHEDULE FOR CODE

THE COMPANY WILL, UNDER THE SUPERVISION OF THE MUNICIPAL ATTORNEY:

Prepare an Ordinance Analysis and Report upon receipt from the municipality of the material to be included in the codification. In preparing this report, our legal department will:

1. Prepare an analysis of charter provisions if the municipality operates under a special charter. The company will compile and edit the charter by inserting into their proper places all amendments. The ordinances will be checked against the charter and any conflicts or inconsistencies will be called to the attention of the municipal attorney.
2. Examine all existing ordinances of a general and public nature or imposing a fine, penalty or forfeiture and codify, classify and edit by rewriting and revising into concise, modern and proper language to delete conflicts, ambiguities and repetitious provisions. All substantive changes will be submitted to the municipal attorney for approval. The company will separate and arrange such ordinances logically according to subject in numbered titles (first division), chapters (second division), and sections (third division). Each division will contain provisions similarly related and complete within themselves.

3. Examine the municipal provisions for improprieties and conflicts. Such examination shall be performed with the approval of, and in cooperation with, the municipal attorney.

4. Formulate, draft and recommend a title and chapter outline of a proposed code structure and furnish to the municipal representative a copy of the outlined proposed code structure and classification of existing ordinances (Ordinance Analysis and Report). Such proposed structure and classification of ordinances will not be adopted until it has been approved by the municipal representative.

Municipal Action: Upon receipt of the Ordinance Analysis and Report, the attorney will review the Report and recommend appropriate action to the municipal council on all items contained within the Ordinance Analysis and Report.

The municipal attorney shall review the Ordinance Analysis and Report and shall make all legal decisions.

Editorial Conference: Immediately after receipt of the Ordinance Analysis and Report, an editorial conference will be scheduled with the municipal attorney or authorized municipal representative and the Book Publishing Company representative. The conference will be held at a time mutually satisfactory to both the company and the municipality after the municipal attorney has had an opportunity to review the Ordinance Analysis and Report. During this conference, the Book Publishing Company representative and the municipality will review the code structure analysis prepared by the company in order to determine necessary changes in the municipality's laws.

Upon completion of the editorial conference, the municipal attorney will draft and enact all amendments, repeals and new ordinances.

Code Editing: It will be the responsibility of the company to prepare the code manuscript for typesetting and printing by:

1. Dividing each ordinance to be included in the code into short sections, so that each section will contain only one provision of law pertaining to only one subject.
2. Technical codes which have been adopted by reference -- e.g., building, plumbing, electrical, and similar technical codes -- will be excluded from the municipal code unless the municipal representative directs the company to include such technical codes in toto. Ordinances adopting such technical codes by reference shall be included and classified in appropriate sections of the municipal code.

3. A table showing the disposition of each municipal ordinance will be prepared and included in the code volume.

4. Catchlines for each individual section of the code will be inserted at the beginning of each section.

5. A table of contents for each chapter will be prepared consisting of numerical listings of the catchlines of the individual sections in each particular chapter. A table of contents for each title will be prepared consisting of numerical listings of the chapters in each particular title.

6. An historical citation showing its legislative history and derivation will be prepared for each section of the code.

7. Cross references to related parts of the code will be prepared with proper and appropriate references in footnotes under the appropriate sections of the code.

8. Only the substantive provisions of each ordinance will be codified; provisions such as the title, ordaining clause and attestation clause of each ordinance being omitted to the extent permitted by law.

9. Where necessary, the language of existing ordinances will be edited, improved and/or modernized to clarify; yet meanings will not be changed.

10. A complete and comprehensive general index covering each section of the code will be prepared and included in the code volume.

11. Only experienced and qualified personnel will be employed in all editorial and codification work. The supervising editor will consult the municipality, when necessary, and will keep the municipality informed of the progress of all codification work.

12. The municipality has the exclusive right to sell copies of the completed code and the loose-leaf supplementation material.
MECHANICAL SPECIFICATIONS

1. Upon completion of the editorial and codification work, the code will be reproduced according to samples submitted and the style selected by the municipality.

2. Binders shall be a loose-leaf style selected by the municipality -- either the binder submitted as a sample, or a binder ordered at an additional cost, as specified by the municipality. An appropriate title approved by the municipality shall be imprinted on each binder.

3. All labor and materials for the completed code will be furnished by Book Publishing Company and all services will be performed in a professional manner.

COSTS AND PAYMENT SCHEDULE

1. The payment schedule shall be as agreed between Book Publishing Company and the municipality and unless otherwise stated in writing shall be as set forth on page 2 of this contract.

2. The costs shall be according to the bid agreement signed by Book Publishing Company and the municipality. The total cost is determined by the number of printed pages in the completed code, the number of copies ordered, the use or omission of tabbed title divider pages, the selection of binders at extra cost, and any other pertinent factors.

3. If a state sales tax is applicable to this work, the amount of the tax is in addition to costs quoted in this contract.
SUPPLEMENT SERVICE

8-1/2" x 11" MULTILITH style
Annual Editorial Fee . . $100.00
Plus Per Printed Page . . $11.00

1. Supplements will be published as often as requested by the municipality. Supplement intervals may be changed at any time at the request of the municipality.

2. Ordinances adopted by the municipality are to be forwarded as they are enacted. Book Publishing Company will edit such ordinances, appending appropriate headnotes, catchlines, cross references and explanatory notes, and reprint the page or pages of the code amended, removing the provisions superseded by the amendment and inserting the new provisions. The pages in the comprehensive index which are affected by the amendment will also be revised to take account of changes and new provisions, and will be reprinted.

3. Copies of the supplement pages for each code book together with insertion guides containing full instructions for insertion of all supplemental material and revised index pages, will be supplied to the municipality.

4. Supplements will be in the style and format of the original codification.

5. Payment for the supplement service will be at the per-page rate established in the signed bid agreement. Payment is due on delivery to the municipality of the supplement material.

6. The supplement service may be terminated by written notice of cancellation received not less than 60 days prior to the editorial cutoff date for any one supplement.
THIS CONTRACT IS A VALID PROPOSAL FOR A PERIOD OF NINETY DAYS FROM THE DATE OF ITS SUBMISSION TO THE MUNICIPALITY.

Bid submitted __May 5, 1977_____

BOOK PUBLISHING COMPANY
A corporation

By _[Signature]_, President

and _[Signature]_, Secretary

Accepted – Date _5/10/1977_

MUNICIPALITY OF MARIPOSA COUNTY, CALIFORNIA

By _[Signature]_ Chairman
Chapter 8.24
HOSPITALS AND INSTITUTIONAL HOMES

Sections:
8.24.010 Permits required.
8.24.020 Definitions.
8.24.030 Hospital types classified.
8.24.040 Institutional homes classified.
8.24.050 Definitions generally.
8.24.060 Changes in classification.

8.24.010 Permits required. It is unlawful for any person to establish, maintain or conduct in the city any hospital or institutional home as hereinbefore defined, without first having obtained a permit in writing therefor, from the food and sanitary division of the bureau of health. Such permit shall be granted only upon compliance with the provisions of this code applicable thereto. (Ord. 123 §1, 1969).

8.24.020 Definitions. A. For the purposes of this chapter, the terms "hospital" and "institutional homes" are hereby defined as follows:
1. "Hospital" means any institution devoted primarily to the rendering of healing, curing and nursing care, or healing, curing or nursing care, which maintains and operated facilities for the diagnosis, treatment and care of two or more nonrelated individuals suffering from illness, injury or deformity, or where obstetrical or other healing, curing or nursing care is rendered over a period exceeding twenty-four hours.
2. "Institutional Homes" mean any institution within the definitions of "maternity home," "nursing home," "home for the aged," "day nursery," "kindergarten," "child caring institution," and "group care home for physically handicapped or mentally handicapped children" as stated in this code.
B. The plural shall include the singular and the singular shall include the plural. (Ord. 123 §2, 1969).

8.24.030 Hospital types classified. A. For the purposes of administration, all hospitals shall be classified by the bureau of health in accordance with the following descriptive titles. Each title shall be selected and applied with due regard to the nature and purpose of the hospital and the definition applicable thereto. No hospital shall operate in any capacity beyond that indicated by the definition of its title:
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

GRANT AGREEMENT

Part I-Offer
Date of Offer May 4, 1977

Marijose-Yosemite Airport

Project No. 5-06-0147-02

Contract No. DOT FA770E-1928

TO: COUNTY OF MARIPOSA, CALIFORNIA
(herin referred to as the “Sponsor”)

FROM: The United States of America (acting through the Federal Aviation Administration, herein referred to as the “FAA”)

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated February 22, 1977, for a grant of Federal funds for a project for development of the Marijose-Yosemite Airport (herin called the “Airport”), together with plans and specifications for such project, which Project Application, as approved by the FAA is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for development of the Airport (herin called the “Project”) consisting of the following-described airport development:

Land, approach protection, Runway 26, Parcels B (approx. 5.98 acres), C (approx. 2.87 acres), and D (approx. 3.74 acres) including obstruction removal (trees).

all as more particularly described in the property map and plans and specifications incorporated in the said Project Application;
NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Development Act of 1970, as amended (49 U.S.C. 1701), and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application, and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and the operation and maintenance of the Airport as herein provided, THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 90% of the allowable project cost.

This Offer is made on and subject to the following terms and conditions:

1. The maximum obligation of the United States payable under this Offer shall be $54,949.

2. The Sponsor shall:

   (a) begin accomplishment of the Project within sixty (60) days after acceptance of this Offer or such longer time as may be prescribed by the FAA, with failure to do so constituting just cause for termination of the obligations of the United States hereunder by the FAA;

   (b) carry out and complete the Project without undue delay and in accordance with the terms hereof, the Airport and Airway Development Act of 1970, and Sections 152.51–152.63 of the Regulations of the Federal Aviation Administration (14 CFR 152) in effect as of the date of acceptance of this Offer; which Regulations are hereinafter referred to as the "Regulations";

   (c) carry out and complete the Project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the FAA.

3. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Section 152.47 (b) of the Regulations.

4. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of Sections 152.65 – 152.71 of the Regulations. Final determination as to the allowability of the costs of the project will be made at the time of the final grant payment pursuant to Section 152.71 of the Regulations: Provided, that, in the event a semi-final grant payment is made pursuant to Section 152.71 of the Regulations, final determination as to the allowability of those costs to which such semi-final payment relates will be made at the time of such semi-final payment.
5. The Sponsor shall operate and maintain the Airport as Provided in the Project Application Incorporated herein and specifically covenants and agrees, in accordance with its Assurance 20 in Part V of said Project Application, that in its operation and the operation of all facilities thereof, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed or national origin in the use of any of the facilities provided for the public on the airport.

6. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.

7. This Offer shall expire and the United States shall not be obligated to pay any part of the costs of the Project unless this Offer has been accepted by the Sponsor on or before MAY 31 1977 or such subsequent date as may be prescribed in writing by the FAA.

8. The Sponsor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan insurance, or guarantee the following Equal Opportunity clause.

(a) During the performance of this contract, the contractor agrees as follows:

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor,
state that all qualified applicants will receive considera-
tion for employment without regard to race, color, religion
sex or national origin.

(3) The contractor will send to each labor union or representa-
tive of workers with which he has a collective bargaining
agreement or other contract or understanding, a notice to
be provided advising the said labor union or workers'
representatives of the contractor's commitments under
this section, and shall post copies of the notice in con-
spicuous places available to employees and applicants for
employment.

(4) The contractor will comply with all provisions of Executive
Order 11246 of 24 September 1965, and of the rules and
regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports
required by Executive Order 11246 of 24 September 1965,
and by rules, regulations, and orders of the Secretary of
Labor, or pursuant thereto, and will permit access to his
books, records, and accounts by the administering agency
and the Secretary of Labor for purposes of investigation
to ascertain compliance with such rules, regulations, and
orders.

(6) In the event of the contractor's noncompliance with the
nondiscrimination clauses of this contract or with any of
the said rules, regulations, or orders, this contract may
be canceled, terminated, or suspended in whole or in part
and the contractor may be declared ineligible for further
government contracts or federally assisted construction
contracts in accordance with procedures authorized in
Executive Order 11246 of 24 September 1965, and such other
sanctions may be imposed and remedies invoked as provided
in Executive Order 11246 of 24 September 1965, or by rule,
regulation, or order of the Secretary of Labor, or as
otherwise provided by law.

(7) The contractor will include the portion of the sentence
immediately preceding paragraph (1) and the provisions of
paragraphs (1) through (7) in every subcontract or purchase
order unless exempted by rules, regulations, or orders of
the Secretary or Labor Issued pursuant to Section 204 of
Executive Order 11246 of 24 September 1965, so that such
provisions will be binding upon each subcontractor or
vendor. The contractor will take such action with respect
to any subcontract or purchase order as the administering
agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Sponsor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, Instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Sponsor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor; that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Sponsor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of 24 September 1965 with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or by the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Sponsor agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance guarantee); refrain from extending any further assistance to the Sponsor under the program with respect to which the failure or refund occurred until satisfactory assurance of further compliance has been received from the Sponsor; or refer the case to the Department of Justice for appropriate legal proceedings.
(b) State and local governments intending to impose affirmative action hiring and/or training requirements on federally assisted construction already subject to federal minority hiring and/or training plans established pursuant to the Order shall submit such requirements to the Director prior to their inclusion in any federally assisted construction contracts. Such state or local government requirements will be deemed applicable to federally assisted construction contracts unless the Director, or in the case of an appeal of the Director's determination, the Assistant Secretary for Employment Standards, determines that such requirements are inconsistent with the Order or incompatible with the effective implementation of the federal minority hiring and/or training plan (either voluntary or imposed) in the area. The state or local government affirmative action hiring and/or training requirements shall not be included in federally assisted construction contracts until the Director, or in the case of an appeal, the Assistant Secretary, has had an opportunity to make a determination in accordance with this paragraph. The Director shall make his determination within 60 days of his receipt of the state or local government's submission, which should include the pertinent affirmative action hiring and/or training requirements and supporting data. The Director may also request the state or local government to supply information and data necessary for his determination. The Director's determination shall be communicated directly to the state or local governmental body by registered mail, return receipt requested, together, in the case of an adverse determination, with a notification of its right to appeal to the Assistant Secretary. The Director's determination shall also be announced in a Federal Register notice, which shall also indicate that the state or local government, and any other persons or groups affected by the Director's determination, including construction trades contractors, labor organizations, associations or other organizations of construction trades contractors and/or labor organizations, and minority community groups, may appeal such determination to the Assistant Secretary by requesting a hearing within 21 days of the publication of the Federal Register notice. Following this appeal period, if any requests for a hearing have been filed with the Assistant Secretary, the Department of Labor shall then designate an administrative law judge who shall conduct a hearing to make proposed findings and a recommended decision to the Assistant Secretary upon the basis of the record before him. The administrative law judge shall give reasonable notice of the opportunity to participate in such hearing by registered mail, return receipt requested, to those requesting the hearing and shall also give reasonable notice of such hearing in the Federal Register to inform all other persons, organizations and other entities affected by the
Director's determination of their opportunity to participate in the hearing. Each participant shall have the right to counsel and a fair opportunity to present his case, including such cross-examination as the administrative law judge may deem appropriate in the circumstances. Within 80 days of the close of the appeal period for requesting a hearing, the Assistant Secretary shall make a final decision on the basis of the record before him, which shall consist of the record for recommended decision, the rulings and recommended decisions of the administrative law judge, and the exceptions and briefs filed subsequent to the administrative law judge's decision. In determining whether state or local government affirmative action hiring and/or training requirements are inconsistent with the Order or incompatible with the effective implementation of the applicable federal minority hiring and/or training plan in the area, at least the following factors shall be considered under this subparagraph: (1) the impact of the state or local government requirements on the successful implementation of the federal plan in the area; (ii) the minority population in the area to be covered by the state or local government plan; (iii) the minority manpower utilization in the area construction industry, on a trade-by-trade basis; (iv) the availability of minorities for employment in the area construction industry; (v) the need and availability of training programs in the area construction industry; (vi) the projected growth and attrition factors of the area construction industry in the near future; (vii) available procedures to ensure that contractors, subcontractors and others are provided with notice and a full opportunity to contest allegation of noncompliance; and (viii) assurances that the state or local government minority hiring and/or training requirements are not intended and shall not be used to discriminate against any qualified person on the basis of race, color, religion, sex or national origin. State and local governments are encouraged to participate in the formulation and implementation of federal minority hiring and/or training plans consonant with the aforementioned criteria in areas currently without such plans; to enforce their fair employment practices laws with respect to acts of discrimination affecting federally assisted construction; and to assist the administering federal agency in monitoring the compliance of contractors and subcontractors performing on federally assisted projects. For purposes of this subparagraph, "Assistant Secretary" means the Assistant Secretary for Employment Standards or his designee.

9. The Sponsor will send a copy of all invitations for bids, advertised or negotiated, for concessions or other businesses at the airport to the appropriate Office of Minority Business Enterprise (OMBE) representative as identified by the FAA Regional Civil Rights Office.
The Sponsor will disclose and make information about the contracts, contracting procedures and requirements available to the designated OMBE representative and minority firms on the same basis that such information is disclosed and made available to other organizations or firms. Responses by minority firms to invitations for bids shall be treated in the same manner as all other responses to the invitations for bids.

Compliance with the preceding paragraph will be deemed to constitute compliance by the Sponsor with requirements of 49 CFR 21 Appendix C(A)(1)(X), Regulations of the Office of the Secretary of Transportation.

10. It is understood and agreed that the Sponsor will provide for FAA employees adequate parking accommodations satisfactory to the Administrator at all FAA technical facilities (Air Navigation and Air Traffic Control facilities) located on the airport. It is further understood and agreed that Sponsor will provide, without cost, adequate land for the purpose of parking all official vehicles of the FAA (government and privately owned when used for FAA business) necessary for the maintenance and operation of the FAA facilities on the airport. Such land shall be adjacent to the facilities served.

11. It is understood and agreed that the Sponsor shall comply with the revised Administration requirements to FAR Part 152 as set forth in the May 31, 1974, issue of the Federal Register, Volume 39, No. 106. It is further agreed that the Sponsor shall comply with the assurances contained in FAA Form 5100-100 (or FAA Form 5100-101 as appropriate).

12. It is understood and agreed by and between the parties hereto that pursuant to FAR Part 152, Section 152.64, the FAA may by written notice terminate or suspend this Grant in whole or in part, or withhold payment if it finds that the Sponsor has failed to comply with the conditions of the Grant or if it finds that continuation of the project would not produce beneficial results.

13. It is understood and agreed by and between the parties hereto that the Sponsor shall comply with the reporting requirements set forth in FAR Part 152, Section 152.66.

14. Assurance Number 18 of Part V of the project application incorporated herein is amended by including at the end of the second sentence the following language:

"Including the requirement that (A) each air carrier, authorized to engage directly in air transportation pursuant to Section 401 or 402 of the Federal Aviation Act, ..."
Act of 1958, using such airport shall be subject to
nondiscriminatory and substantially comparable rates,
fees, rentals, and other charges and nondiscriminatory
and substantially comparable rules, regulations, and
conditions as are applicable to all such air carriers
which make similar use of such airport and which utilize
similar facilities, subject to reasonable classifications
such as tenants or nontenants, and combined passenger and
cargo flights or all cargo flights, and such classification
or status as tenant shall not be unreasonably withheld by
any sponsor provided an air carrier assumes obligations
substantially similar to those already imposed on tenant
air carriers, and (B) each fixed-base operator using a
general aviation airport shall be subject to the same
rates, fees, rentals, and other charges as are uniformly
applicable to all other fixed-base operators making the
same or similar uses of such airport utilizing the same
or similar facilities; provision (A) above, shall not
require the reformation of any lease or other contract
entered into by a sponsor before July 12, 1976; Provision (B)
above, shall not require the reformation of any lease
or other contract entered into by a sponsor before
July 1, 1975.”

15. It is understood and agreed that no part of the Federal share of
an airport development project for which a grant is made under
the Airport and Airway Development Act of 1970, as amended (49 U.S.C.
1701 et seq.), or under the Federal Airport Act, as amended (49
U.S.C. 1101 et seq.), shall be included in the rate base in estab-
lishing fees, rates, and charges for users of the airport.

16. This project and all work performed thereunder is subject to the
Clean Air Act and the Federal Water Pollution Control Act. Accord-
dingly,

(a) The sponsor hereby stipulates that any facility to be utilized
in performance under the grant or to benefit from the grant
is not listed on the Environmental Protection Agency (EPA)
List of Violating Facilities.

(b) The sponsor agrees to comply with all the requirements of
Section 114 of the Clean Air Act and Section 308 of the Federal
Water Pollution Control Act and all regulations issued there-
under.

(c) The sponsor shall notify the FAA of the receipt of any communi-
cation from the EPA indicating that a facility to be utilized
for performance of or benefit from the grant is under considera-
tion to be listed on the EPA List of Violating Facilities.

Standard Special Condition - Form Page g (1/77)
(d) The sponsor agrees that he will include or cause to be included in any contract or subcontract under the grant which exceeds $100,000 the criteria and requirements in these subparagraphs (a) through (d).

17. The grantee agrees to effectuate the purposes of Section 30 of the Airport and Airway Development Act of 1970, as amended, by assuring that minority business enterprises shall have the maximum opportunity to participate in the performance of contracts licensed in whole or in part with federal funds provided under this agreement. For the purposes of this provision, "minority business enterprise" means a business enterprise that is owned by, or is controlled by, a socially or economically disadvantaged person or persons. Such disadvantage may arise from cultural, racial, religious, sex, national origin, chronic economic circumstances or background or other similar cause. Such persons may include, but are not limited to, blacks not of Hispanic origin; persons of Asian origin; American Indians; and Alaskan natives. Grantee further agrees to comply with such regulations as may be issued by the Federal Aviation Administration to implement Section 30 of the Act.

18. It is hereby understood and agreed by and between the parties hereto that the United States will not make nor be obligated to make any payments involving Parcels B, C and D as shown on the property map attached hereto and identified as Exhibit "A" until the sponsor has submitted evidence that it has acquired a fee title or such lesser property interest as may be found satisfactory to the FAA in and to said parcels B, C and D (or any portion thereof for which grant payment is sought) subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk of interference with the use and operation of the airport.

19. By its acceptance hereof, the sponsor hereby covenants that to the extent it has or may have either present or future control over each area identified on the Exhibit "A" as "clear zone", and unless exceptions to or deviations from the following obligations have been granted to it in writing by the FAA, it will clear said area or areas of any existing structure or any natural growth which constitutes an obstruction to air navigation within the standards established by Part 77 of the Federal Aviation Regulations; and the sponsor further covenants that it will control the subsequent erection of structures and control natural growth to the extent necessary to prevent the creation of obstructions within said standards.
20. The Federal Government does not now plan or contemplate the construction of any structures pursuant to Paragraph 27 of Part V - Sponsor's Assurances of the Project Application dated February 22, 1977, and, therefore, it is understood and agreed that the sponsor is under no obligation to furnish any such streets or rights under this Grant Agreement.

21. A. Pursuant to Section 503 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-644; Part 25, Regulations of the Secretary of Transportation, "Relocation Assistance and Land Acquisition for Federal and Federally Assisted Programs" (49 CFR Part 25, 40 P.L. 41041); the Regulations; and other applicable provisions of law — the terms used in this paragraph to have the meanings assigned to them under such Act and regulations:

1. Sponsor will fully comply with Subpart 1 of said Part 25.

7. Sponsor will adequately inform the public of the acquisition policies, requirements, and payments which will apply to the project with respect to any acquisition of real property to which said Part 25 and this statement apply.

B. With respect to every person from whom real property was acquired after 1 January 1971, and who would have been entitled to any payments pursuant to the assurances of this agreement had this agreement been in effect at the time of such acquisition, Sponsor represents and undertakes as the case may be: (1) That such person has received or will receive all the payments and has timely been or will be timely afforded all the advantages that would have accrued to him under the provisions of this paragraph and the real property been acquired subsequent to the date of this agreement; and (2) that Sponsor has timely performed or will timely perform all acts that would have been or would still be required of the Sponsor had the assurances of this paragraph been applicable at the times identified in this paragraph.

C. The obligation of the United States under any part of this agreement to share in the allowable costs incurred by the Sponsor under this paragraph shall be subject to all the pertinent and applicable provisions, limitations, and conditions contained in the laws and regulations of the United States.

D. It is understood and agreed by and between the parties hereto that the United States shall not make nor be obligated to make any payment hereunder for land acquisition, or reimbursement for land acquisition, until the Sponsor has complied with the requirements of this condition.
The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and said Offer and Acceptance shall comprise a Grant Agreement, as provided by the Airport and Airway Development Act of 1970, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and the operation and maintenance of the Airport. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty years from the date of said acceptance.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

By. ........................................

(TITLE)

Chief, Airport District Office, SFO-600

Part II-Acceptance

The County of Mariposa, California does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this 19th day of May, 1977.

COUNTY OF MARIPOSA, CALIFORNIA

(Name of Sponsor)

By. ........................................

FRANK L. LONG, JR.

Chairman, Board of Supervisors

(SEAL)

Attest: ........................................

ELLEN BRONSON, County Clerk &

Title: Ex-Officio Clerk of the Board

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Neil B. Van Winkle, acting as Attorney for County of Mariposa, (herein referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of California, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Mariposa this 10th day of May, 1977.

Neil B. Van Winkle
Title: County Counsel
STATEMENT OF ALL VOTES CAST

AT THE

REFERENDUM ELECTION

HELD

Tuesday, May 3, 1977

IN

COUNTY OF MARIPOSA

STATE OF CALIFORNIA

(When the County Clerk makes the Official Canvass, he must fill out Certificate on back page)
CERTIFICATE OF COUNTY CLERK
TO RESULT OF THE CANVASS
OF ELECTION RETURNS

State of California,
County of MARIPOSA } ss.

I, Dare Benson, County Clerk

do hereby certify that, in pursuance of the provisions of
Section 17081 of the Elections Code, I did canvass the returns of the
vote cast in said County, at the Referendum Election held on

__________________________________________________________________________

WITNESS my hand and Official Seal this 5th day of May, 1971.

(SEAL)

Dare Benson, County Clerk.

By __________________________________, Deputy.

(County Clerk to make the official canvas.)
<table>
<thead>
<tr>
<th>ELECTION PRECINCTS</th>
<th>TOTAL VOTE OF PRECINCTS</th>
<th>REFERENDUM ELECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>BEAR VALLEY AND PRINCETON</td>
<td>A</td>
<td>71</td>
</tr>
<tr>
<td>EL PORTAL</td>
<td>B</td>
<td>103</td>
</tr>
<tr>
<td>EXCHEQUER AND HORNITOS</td>
<td>C</td>
<td>61</td>
</tr>
<tr>
<td>MIDPINES</td>
<td>D</td>
<td>166</td>
</tr>
<tr>
<td>BULL CREEK AND</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RED CLOUD</td>
<td>E</td>
<td>192</td>
</tr>
<tr>
<td>COULTERVILLE</td>
<td>F</td>
<td>103</td>
</tr>
<tr>
<td>YOSEMITE WEST</td>
<td>G</td>
<td>45</td>
</tr>
<tr>
<td>CATHEY'S VALLEY (A-Z) AND OAKVALE</td>
<td>H</td>
<td>134</td>
</tr>
<tr>
<td>MARIPOSA WEST (A-Z)</td>
<td>I</td>
<td>268</td>
</tr>
<tr>
<td>MARIPOSA EAST (A-L)</td>
<td>J</td>
<td>246</td>
</tr>
<tr>
<td>MARIPOSA EAST (M-Z)</td>
<td>K</td>
<td>218</td>
</tr>
<tr>
<td>CHOWCHILLA (A-Z) AND INDIAN PEAK</td>
<td>L</td>
<td>284</td>
</tr>
<tr>
<td>DARRAH (A-Z)</td>
<td>M</td>
<td>237</td>
</tr>
<tr>
<td>WAWONA</td>
<td>N</td>
<td>41</td>
</tr>
<tr>
<td>YOSEMITE EAST</td>
<td>O</td>
<td>29</td>
</tr>
<tr>
<td>ABSENTEE VOTE</td>
<td>P</td>
<td>167</td>
</tr>
</tbody>
</table>

MARIPOSA COUNTY: 2417 8411573
The Board of Supervisors of the County of Mariposa met this 17th day of May, 1977, with Supervisors Dalton, Long, Walton, and Owings present. Supervisor Clark excused.

The Board minutes of May 10, 1977, were approved as mailed.

The following claims were approved as presented:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contingent Fund</td>
<td>$3,049.15</td>
</tr>
<tr>
<td>Recreation and Parks</td>
<td>2,318.18</td>
</tr>
<tr>
<td>Yosemite West Maintenance District</td>
<td>1,594.50</td>
</tr>
<tr>
<td>County Service Area 1-M (Lake Don Pedro)</td>
<td>51.25</td>
</tr>
<tr>
<td>County Service Area 1-M (Mariposa Pines)</td>
<td>127.18</td>
</tr>
<tr>
<td>Lake Don Pedro Sewer Zone</td>
<td>289.52</td>
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<tr>
<td>Law Library</td>
<td>126.48</td>
</tr>
<tr>
<td>Anti-Recession Operating Fund</td>
<td>14,215.85</td>
</tr>
<tr>
<td>Revenue Sharing Operating Fund</td>
<td>35,326.00</td>
</tr>
<tr>
<td>Water Development Fund</td>
<td>7,065.47</td>
</tr>
<tr>
<td>Special Aviation Fund</td>
<td>1,121.28</td>
</tr>
<tr>
<td>Water Agency Fund</td>
<td>260.81</td>
</tr>
<tr>
<td>Coulterville Lighting Fund</td>
<td>242.26</td>
</tr>
<tr>
<td>Hornitos Lighting Fund</td>
<td>133.24</td>
</tr>
<tr>
<td>Mariposa Lighting Fund</td>
<td>1,029.58</td>
</tr>
<tr>
<td>Vehicle Property Damage Fund</td>
<td>543.92</td>
</tr>
<tr>
<td>Manpower Fund</td>
<td>471.56</td>
</tr>
<tr>
<td>S.A.P.</td>
<td>655.56</td>
</tr>
<tr>
<td>Road Fund</td>
<td>38,380.71</td>
</tr>
<tr>
<td>General Fund</td>
<td>67,661.74</td>
</tr>
</tbody>
</table>

Peter Artero, Road Commissioner, discussed road matters. On motion of Dalton, seconded by Walton, the Board finds that an old fuel tank at the Road Department to be valued for less than $75. On motion of Dalton, seconded by Walton, the Road Department's budget pertaining to overlay material only, fiscal 77-78, is approved and Road Commissioner is authorized to advertise for bids for overlay material, to be opened June 21, 1977, at 10:45 a.m.

On motion of Dalton, seconded by Owings, the Road Commissioner is authorized to accept sign off by Chiropractor for employee's absence from work due to illness.

Planning Commission Chairman, Bruce Jacobs, addressed the Board regarding clarification of directives to Planning Commission in relation to Waiver of 2½ acre parcels.

Norbert N. Varney discussed waiver of 2½ acres minimum required by Ord. 429. A public hearing was set for June 7th, 1977, at 1:45 p.m.

Dr. Lloyd Bond, State Public Health Director, and Dr. Avery Sturm, discussed proposed agreement for 1977-1978 fiscal year.

On motion of Walton, seconded by Dalton, the Board ratifies its action of May 10, 1977, regarding change of salary range for Asst. Road Commissioner-Field Operations.

The Board adjourned to meet in the hospital in order that Supervisor Clark could participate in discussion regarding Ordinance 448, second reading. General discussion was held. It was moved by Clark and seconded by Long, to amend the Supervisors salary portion of Ord. 448 to read Board of Supervisors - $9600 and Chairman of Board of Supervisors - $10,800. Ayes: Clark, Long. Noes: Dalton, Owings, Walton. Motion failed. Ord. 448 was read as presented and amended May 10, 1977, and vote taken. Ayes: Dalton, Walton, Owings. Noes: Clark, Long. Ordinance was passed and adopted.

On motion of Dalton, seconded by Owings, the request from Glen Power, Senior Assistance Director, for the use of Senior Citizens Bus to assist Senior Citizens so they might attend after hours programs, was granted.
Kathy Harvison, Vice President of Mariposa Chapter of SPCA, discussed proposal for Assistant Animal Control Officer, donation to Chapter of $500 per month under CC 607e, and possibility of Humane Officer to be funded by SPCA.

The time being 2:00 p.m. the public hearing regarding the Ord. 443, Timber Preservation Zone, was held. Hearing closed and Ordinance to be presented by County Counsel May 24, 1977.

Ordinance 450 was passed and adopted, amending Ord. 429 by legalizing existing parcel map recording practices allowed on legal advice of County Counsel.

The Board acting as the Board of Directors of the Yosemite West Maintenance District took the following action: On motion of Owings, seconded by Walton, John Thomson, Sanitarian, was authorized to test quality of water at Yosemite West.

Public hearing to consider waiver of Ord. 429, requirement regarding sale of parcel of land (Kowitz) less than 2½ acres opened at 4:00 p.m. Testimony was received from Henry Kowitz. On motion of Dalton, seconded by Owings, the Board finds that the parcel (lot) in question, in the town of Hornitos, had previously been divided and was recognized as such, therefore the waiver is granted.

The proposed Bingo ordinance was discussed and will be presented May 24, 1977.

On motion of Walton, seconded by Owings, Ord. 451, amending Ord. 388 regarding non-conforming building or structure, was presented. Vote to be held May 24, 1977.

On motion of Dalton, seconded by Walton, the Chairman was authorized to contact Orin Bennett, CH2W Hill, and request him to develop a preliminary scope of work for Mariposa North & Yosemite West, cost not to exceed $1,000.

Barbara Saye, Auditor-Recorder and Eddie Mankins, Constable, discussed Budget matters.

On motion of Walton, seconded by Dalton, County Counsel was authorized to hire Ruby Benedict as legal secretary at an hourly rate May 26 through June 5, 1977; Range 17, Step F, June 6 to June 30; Range 94-110, Step 3, effective July 1, 1977.

On motion of Walton, seconded by Owings, Res. 77-65, was passed and adopted, amending Res. 77-56 by adding the position of Chief Deputy Treasurer-Tax Collector.

Upon request of Alberta J. Garrett and on motion of Owings, seconded by Walton, Res. 77-66, was passed and adopted facilitating the collection of delinquent, unsecured property taxes. Ayes: Long, Walton, Owings. Absent: Clark, Dalton.

On motion of Dalton, seconded by Owings, the following Tax Cancellations were approved: Bush, pursuant to R&K Code Sec. 4991 (b) and Blakely, pursuant to R&K Code Sec. 4991 (c).

On motion of Walton, seconded by Dalton, upon request of Lois Lewis, Welfare Director, Dorothy Pipps is hired as Vocation Assistant, May 18 through June 30, at Range 12, Step C; and Range 74-90, Step 1, effective July 1, 1977.

One ton each of Civil Defense Crackers were awarded to Jack Ritter and John Elliott who applied early in the month of May. Clerk to notify applicants.

On motion of Walton, seconded by Owings, Chairman was authorized to sign Boating Safety Claim for January through March 31, 1977.
On motion of Dalton, seconded by Owings, travel request for Rich Begley, Parks & Recreation Director, was approved for CPRS/NRPA Legislative Conf., 5/19-20/77, Sacramento.

On motion of Walton, seconded by Dalton, Sheriff was authorized to hire Jesse Greenlee as Deputy Sheriff, Range 26, Step C, from May 16 through June 30, and Range 123-139, Step 1, effective July 1, 1977.

On motion of Owings, seconded by Walton, Res. 77-67, was passed and adopted, supplemental expenses for Deputy Sheriff at Wawona.

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

There being no further business, the Board adjourned to meet again in regular session Tuesday, May 24, 1977, at 10:00 a.m.

FRANK L. LONG, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk and ex-officio Clerk of the Board
May 16, 1977

Jack Gould, Undersheriff
P.O. Box 276
Mariposa, Calif. 95338

Dear Jack:

I have reviewed the proposed Equipment and Operation Agreement (copy enclosed) between the State Department of Navigation and the County of Mariposa and find the agreement satisfactory in its legal form and see no reason why the agreement cannot be executed.

If you have any questions, please call me.

Very truly yours,

NEIL B. VAN WINKLE
County Counsel

NBV:hek
cc: board of Supervisors
Harvey H. Houk  
Supervisor, Enforcement Unit  
Department of Navigation & Ocean Development  
1416 Ninth Street  
Sacramento, California  95814

Dear Mr. Houk:

The following are the boat counts conducted at Lake McClure and Lake McSwain for the period January 1, 1977 through March 31, 1977:

March 19, 1977

<table>
<thead>
<tr>
<th>Location</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lake McClure</td>
<td>383</td>
</tr>
<tr>
<td>Lake McSwain</td>
<td>41</td>
</tr>
</tbody>
</table>

March 20, 1977

<table>
<thead>
<tr>
<th>Location</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lake McClure</td>
<td>392</td>
</tr>
<tr>
<td>Lake McSwain</td>
<td>43</td>
</tr>
</tbody>
</table>

Average for above two days - 429

Sincerely,

Frank L. Long, Jr.  
Chairman, Board of Supervisors
Harvey H. Houk
Supervisor, Enforcement Unit
Department of Navigation & Ocean Development
1416 Ninth Street
Sacramento, California 95814

Dear Mr. Houk:

Enclosed is a claim for reimbursement for the boating safety program at Lake McClure and Lake McSwain in Mariposa County for the period January 1, 1977 through March 31, 1977.

This claim is based on Section 663.7 of the Harbors and Navigation Code which provides financial aid for boating safety and enforcement programs.

Sincerely,

Frank L. Long, Jr.
Chairman, Board of Supervisors

FLL: eb
enc.
<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Costs Previously Reported</td>
<td></td>
</tr>
<tr>
<td>2. Personnel</td>
<td>$ 1,115.75</td>
</tr>
<tr>
<td>3. Equipment</td>
<td>--</td>
</tr>
<tr>
<td>4. Operation and Maintenance</td>
<td>$ 1,187.04</td>
</tr>
<tr>
<td>5. Other</td>
<td>$ 646.77</td>
</tr>
<tr>
<td>6. Total Costs this Period</td>
<td>$ 2,949.56</td>
</tr>
<tr>
<td>7. Total Program Cost to Date</td>
<td>$ 13,234.06</td>
</tr>
<tr>
<td>8. Less:</td>
<td></td>
</tr>
<tr>
<td>9. Boat Taxes</td>
<td>$ 2,813.00</td>
</tr>
<tr>
<td>10. Boat Fees</td>
<td></td>
</tr>
<tr>
<td>11. Reimbursements</td>
<td></td>
</tr>
<tr>
<td>12. Reimbursable Costs</td>
<td>$ 2,949.56</td>
</tr>
</tbody>
</table>

1Summary of Details Shown on Form DNOD F-3 Attached

CERTIFICATION
I hereby certify under penalty of perjury, that I am the duly authorized officer of the claimant herein; that this claim is in all respects true, correct and in accordance with law; that the material, supplies or services supporting the amounts expended have been received or performed and represent expenditures pursuant to Section 663.7 of the Harbors and Navigation Code; that I have not violated any of the provisions of Sections 1090 to 1096 of the Government Code in incurring the items of expense included in this claim nor in any other way; that payment has not previously been received for the amount claimed herein; that the original invoices, payrolls, or other voucher in support of this claim are in file at the following location:

By ________________________________ Date 5/17/77
Title Chairman, Board of Supervisors

DEPARTMENTAL USE ONLY
The Department of Navigation and Ocean Development authorizes the State Controller to reimburse

Authorized by ________________________________
Title ________________________________
STATE OF CALIFORNIA

ACTUAL EXPENDITURES FOR BOATING
SAFETY AND ENFORCEMENT PROGRAMS IN COUNTY

COUNTY OF Mariposa

FROM January 1

AGENCY County of Mariposa

TO March 31 YEAR 1977

1. Waters Patrolled:

Lake McClure

Lake McSwain

Type of patrol (full time, part time, boat, car, etc.):

Part-Time Boat Patrol

Part-Time Boat Patrol

2. Personnel (indicate which positions are administrative or supervisory)

(a) Salaries

<table>
<thead>
<tr>
<th>No.</th>
<th>Title</th>
<th>Supervision</th>
<th>Full or Part Time</th>
<th>Monthly Salary</th>
<th>Hourly Salary</th>
<th>Regular Hours Worked</th>
<th>Holiday and Overtime hrs. Worked</th>
<th>Total Salary Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Vision</td>
<td>Lake</td>
<td>P.T.</td>
<td>$1,291.00</td>
<td>$7.33</td>
<td>8</td>
<td>-0-</td>
<td>$58.64</td>
</tr>
<tr>
<td>2</td>
<td>Patrol</td>
<td></td>
<td>P.T.</td>
<td>$982.00</td>
<td>$5.63</td>
<td>50</td>
<td>-0-</td>
<td>$281.52</td>
</tr>
<tr>
<td>1</td>
<td>Rangers</td>
<td></td>
<td>P.T.</td>
<td>$1,006.00</td>
<td>$5.72</td>
<td>88</td>
<td>-0-</td>
<td>$503.36</td>
</tr>
</tbody>
</table>

(b) Fringe Benefits

<table>
<thead>
<tr>
<th>No.</th>
<th>Title</th>
<th>State Compensation</th>
<th>Retirement</th>
<th>Uniform Allowance</th>
<th>Insur-ANCE</th>
<th>S.S., Vacation &amp; Stability Pay</th>
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</thead>
<tbody>
<tr>
<td>2</td>
<td>Vision</td>
<td>$4.47</td>
<td>$4.40</td>
<td>$.46</td>
<td>$1.60</td>
<td>$7.59</td>
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<tr>
<td>2</td>
<td>Patrol</td>
<td>$21.45</td>
<td>$21.12</td>
<td>$2.84</td>
<td>$10.00</td>
<td>$33.95</td>
</tr>
<tr>
<td>1</td>
<td>Rangers</td>
<td>$38.36</td>
<td>$37.75</td>
<td>$5.00</td>
<td>$17.60</td>
<td>$65.64</td>
</tr>
</tbody>
</table>

* = ADMINISTRATIVE
$ = SUPERVISORY

TOTAL SALARIES $1,115.75
## 3. Equipment

### (a) Boats

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

**TOTAL**

$0-0-

### (b) Trailers

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

**TOTAL**

$0-0-

### (c) Other Equipment (Communication equipment, safety equipment, etc.)

<table>
<thead>
<tr>
<th>Date Acquired</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
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<td></td>
<td>$</td>
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<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL**

$0-0-

TOTAL

$0-0-
4. OPERATIONS AND MAINTENANCE

<table>
<thead>
<tr>
<th></th>
<th>Cost of Fuel</th>
<th>Cost of Repair</th>
<th>Cost of Storage</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Boat</td>
<td>$38.96</td>
<td>$984.83</td>
<td>$0.00</td>
<td>$1,023.79</td>
</tr>
<tr>
<td>(b) Automobiles</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. Miles of</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operation Mile</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 1,065</td>
<td>$0.15</td>
<td></td>
<td></td>
<td>$159.75</td>
</tr>
<tr>
<td>(c) Other (Explain)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meeting with Mariposa County Board of Supervisors</td>
<td></td>
<td></td>
<td></td>
<td>TOTAL $3.50</td>
</tr>
<tr>
<td>Re: Boating Safety &amp; Enforcement</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL $1,187.04</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. OTHER COSTS (Telephones, printing, etc.)

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepaid Boat Insurance</td>
<td>$646.77</td>
</tr>
<tr>
<td>Quarterly amount expensed</td>
<td>$----------</td>
</tr>
<tr>
<td></td>
<td>$----------</td>
</tr>
<tr>
<td></td>
<td>$----------</td>
</tr>
<tr>
<td></td>
<td>$----------</td>
</tr>
<tr>
<td>TOTAL $646.77</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL COST OF PROGRAMS $2,949.56

(Signature)  
Chairman, Board of Supervisors  

UNOD P-3.
1. Inspections and Violations

<table>
<thead>
<tr>
<th>Total Vessels Observed</th>
<th>Type of Inspection</th>
<th>Failed Inspection</th>
<th>Number of Warnings</th>
<th>Number of Citations</th>
<th>Physical Accidents</th>
</tr>
</thead>
<tbody>
<tr>
<td>53</td>
<td>Registration or Meters Equipment</td>
<td>4</td>
<td>6</td>
<td>5</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>Condition</td>
<td>5</td>
<td>3</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

2. Activity (Type)

<table>
<thead>
<tr>
<th>Vehicle travel</th>
<th>Miles</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,065</td>
<td></td>
<td>24</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Boat Patrol</th>
<th>No. of Officers</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2</td>
<td>50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Shore Observation</th>
<th>No. of Officers</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4</td>
<td>15</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Regatta Patrol</th>
<th>Number</th>
<th>Quantity</th>
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3. PATROLS AND SHORE OBSERVATIONS

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<td>Lake McSwain</td>
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<td>TOTALS</td>
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*Use other sheets if needed
*Use reverse side for notes and comments.
BOARD OF SUPERVISORS

May 24, 1977

The Board of Supervisors of the County of Mariposa met this 24th day of May, 1977 with all members present. Supervisor Clark was legally allowed to participate in all actions of the Board by use of a "speaker-phone" hookup between the Board of Supervisors Chambers and Room 9 of the John C. Fremont Hospital.

Peter Artero, Road Commissioner, discussed road matters. On motion of Clark, seconded by Long, who relinquished the gavel to Supervisor Dalton, oiling 3/10 of road extending from Oak Road in District One and 1 mile of road in Hunter's Valley in District Three be allowed, providing money is available for said oiling and if not available Supervisors be allowed to budget money in their 77-78 budgets. Ayes: Clark, Long. Noes: Dalton, Walton, Owings.

Tom Higgins, Assist. Building Inspector and State Building Inspector, discussed Plan checks for large developments (buildings) usually done by the State of California for a set fee. On motion of Walton, seconded by Dalton, the Building Department is authorized to hire Bill Lincoln to perform plan checks, in his off hours, for fee as set out by law.

Bruce Jacobs, Planning Commission Chairman, discussed development in Bean Valley Area (West). Planning Commission Chairman, County Counsel and Supervisor Dalton to work together regarding various problems.

On motion of Dalton, seconded by Owings, Res. 77-68 was passed and adopted, regarding AB71 to increase Court Reporter fees.

On motion of Clark, seconded by Walton, Chairman was authorized to sign agreement with John Rotondo regarding utilization of Administrator's private office space regarding Solid Waste Program, Civil Defense Program, Affirmative Action Program and CETA. Ayes: Clark, Long, Walton, Owings. No: Dalton


On motion of Walton, seconded by Owings, Res. 77-69, was passed and adopted, amending Res. 77-56 regarding Dept. of Social Welfare.

On motion of Dalton, seconded by Walton, Res. 77-70, was passed and adopted, miscellaneous transfers and appropriations.

On motion of Dalton, seconded by Walton, Res. 77-71, was passed and adopted, opposing H.R. 5400 regarding, among other things, registration at the polling place on election day in Federal elections.

Barbara Saye, Auditor-Recorder, discussed budget matters.

Bob Powers, Commander-American Legion, discussed proposed new rent for Veteran's Service and Senior Services office space in American Legion Hall.

Ed Leicester, Pres. of Taxpayer's Assoc., read a letter to the Board regarding the increase in Supervisors' salaries.

On motion of Clark, seconded by Dalton, the Clerk is to write a letter to Les Amberger, Supt. of Yosemite National Park expressing the Boards' desire that the Construction Company be allowed to continue laying asphalt on the Yosemite Highway for 5 working days after the Memorial Day holiday, if necessary.

On motion of Dalton, seconded by Walton, the step increase was granted for Daniel Ellis, Parks & Rec. Dept., Range 17to Step B, effective 6/1/77.

Ord. No. 451, was passed and adopted, amending Ord. 338 regarding rebuilding of non-conforming building, etc., having been previously presented.
The Board adjourned at 5:30 p.m. to reconvene for public hearing of Planning Commission denial of Land Division Application No. 573 (Gosnell) at 7:13 p.m. with all members present. Supervisor Clark did not have all the information needed to participate in the public hearing and was excused.

Joan Faust, Planning Commission Secretary, was sworn and testified as to the short lapse in the recording of the Gosnell hearing before the Planning Commission. The recording was listened to and commented upon. Appellant, Gosnell, stipulated to waiving the entire recording and having the appeal heard on written evidence in the file only. On motion of Walton, seconded by Dalton, the denial of Land Division Appl. No. 573 by the Planning Commission, was upheld by the Board. Ayes: Dalton, Long, Walton, Owings. Absent: Clark.

On motion of Walton, seconded by Dalton, the motion upholding Planning Commission denial is rescinded and the hearing continued to be held trial de nova; ground rules and date of hearing to be set by County Counsel and Supervisor Walton. Ayes: Dalton, Walton, Owings. No: Long Absent: Clark.

On motion of Walton, seconded by Owings, Ord. 453, relating to Bingo, was presented and read. Vote to be held May 31, 1977.

On motion of Dalton, seconded by Walton, Res. 77-72, was passed and adopted, reaffirming the Board approval of the OEDP Committee and its' objectives.

On motion of Walton, seconded by Owings, public hearing appealing Planning Commission denial of Land Division Application No. 576 (Alves) is set for 10:45 a.m., June 28, 1977. Hearing to be on the record as presented to the Planning Commission.

On motion of Dalton, seconded by Walton, the following travel requests were approved: County Counsel, meeting at State Health & Welfare Agency re SB 660, Sacramento, 5/25/77; John Thomson, Air Conservation Area Meeting, Placerville; Glen Power, Senior Assistance Director, to Senior Awards Festival, ATAAP, Modesto, 5/25/77.

On motion of Owings, seconded by Walton, Chairman was authorized to sign lease agreement with 35-A Dist. Agricultural Assoc. for Farm Advisor's Office and meeting space.

The Board of Supervisors acting as the Board of Directors of the Mariposa County Air Pollution Control District approve said MCAB Air Pollution Control Coordinating Council Agreement for 1977-78 and on motion of Walton, seconded by Owings, Res. 77-73, was passed and adopted, authorizing its' representative to sign said agreement.

The Board of Supervisors adjourned at 11:15 p.m. to meet again in continued session on Wednesday, May 25, 1977 at 8:00 a.m. with the State Board of Equalization.

FRANK L. LONG, Chairman
Board of Supervisors

ATTEST:

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

THIS LEASE AGREEMENT made this 23rd day of May, 1977, at Mariposa, California, by and between Mariposa County Board of Supervisors and John Anderson as County Director of Mariposa County, hereinafter called the LESSOR, and the District Agricultural Association, a State institution, hereinafter called the LESSEE.

WITNESSETH

That the LESSOR, in consideration of the payment of the rent hereinafter specified to be paid by the LESSEE and the covenants and agreements hereinafter specified, does hereby lease, demise and let unto LESSEE and LESSEE hires that certain property in the City of Mariposa, County of Mariposa, State of California, described as:

Room #3 in Administration Building as per plan dated Jan. 1964, an approximate 6' x 6' space in Room #1 for his secretary, occasional meetings in Room #4, plus barn area for 4-H Spring Show.

Occasional meetings as needed subject to the prior approval of the Secretary-Manager of the Association.

for the term of one year commencing on the 1st day of July 1977, and ending on the 30th day of June 1978, with the right of termination as hereinafter set forth, at the total rental of $950.00, payable to the LESSOR in lawful money of the United States, $7-1-77, in advance, on the day of each and every month, excepting that receipt is hereby acknowledged by the LESSOR of the sum of $ None from the LESSEE, in payment for the first and last month's rental under this lease. All rental payments shall be delivered to the office of the 35-A District Agricultural Association at Mariposa, California, on or before the 1st day of each month.

LESSEE hereby covenants and agrees as follows:

1st: To pay LESSOR said rent as hereinbefore provided, and in addition thereto, to pay, charges for,

Damages done to the property, if any.

accruing or payable in connection with said premises during the term of this lease, and to permit LESSOR or its agents to enter said premises at any reasonable time to inspect the same.

2nd: To occupy the premises leased hereunder for the following purposes only.

University of California Cooperative Extension Service

3rd: Not to commit, suffer or permit any waste on said premises or any acts to be done thereon in violation of any laws or ordinance, and not to use or permit the use of said premises for any illegal or immoral purposes.

4th: This lease 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. In the event of such termination any unearned rental paid by LESSEE shall be returned to LESSEE.

5th: All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

To the LESSEE at P.O. Box 246, Mariposa, Calif. 95338

and to the LESSOR at

P.O. Box 187, 5007 Fairgrounds Rd., Mariposa, Ca. 95338
The address to which the notices shall or may be mailed as aforesaid to either party shall or may be changed by written notice given by such party to the other, as the case may be, and the power of the Lessor to recover any rent and or/other charges due and unpaid hereunder, or for the breach of any of the covenants or agreements contained in this lease, or to recover possession of said premises, when such action progresses to judgment.

9th. If any rent and/or other charges shall be due and unpaid, or if default shall be made in any of the covenants or agreements on the part of the LESSEE contained in this lease, Lessor may, at his option, at any time after such default or breach, and without any demand on or notice to LESSEE or to any other person of any kind whatsoever, re-enter and take possession of said premises and remove all persons and property therefrom.

10th. At the expiration of said term, or on any sooner termination of this lease, to quit and surrender possession of said premises, and its appurtenances, to LESSOR in as good order and condition as the premises were delivered to the undersigned LESSEE, reasonable wear and tear and damage by the elements and other casualties excepted.

11th. Should the LESSEE hold over after the expiration of the term of this lease with the consent of the LESSOR, express or implied, said tenancy shall be deemed to be a tenancy only from month to month, subject otherwise to all of the terms and conditions of this lease so far as applicable.

12th. LESSOR specifically waives the provisions of Section 1941 of the Civil Code, which reads as follows:

"1941. Obligations of Lessor. The Lessor of a building intended for the occupation of human beings, must, in the absence of an agreement to the contrary, be in condition fit for such occupation, and repair all subsequent disqualifications thereof, which render it untenantable, except such as are mentioned in section nineteen hundred and twenty-nine."

13th. LESSOR specifically waives the provisions of Section 1942 of the Civil Code, which reads as follows:

"1942. Duty of Lessor. The Lessor of a building intended for the occupation of human beings, must, in the absence of an agreement to the contrary, be in condition fit for such occupation, and repair all subsequent disqualifications thereof, which render it untenantable, except such as are mentioned in section nineteen hundred and twenty-nine."

14th. LESSOR is not required to keep hereinafter described property insured against fire, and LESSEE will make no claims of any nature against LESSOR by reason of any damage to the business or property of LESSEE in the event said premises are damaged or destroyed by fire or other cause.

15th. FAIR EMPLOYMENT PRACTICES. 1. In the performance of this contract, the Lessee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin, or physical handicap. The Lessee 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, national origin, or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee 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 Lessee will permit access to its 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 Lessee was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Lessee has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1420, which has become effective, or obtained an injunction under Labor Code Section 1421.

(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 Lessee 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 Lessee, the difference between the price named in the contract and the actual cost thereof to the State.

16th. LESSEE does further expressly agree to indemnify and save the Association, its officers, agents, servants, and employees harmless from any and all claims for loss, damage, injury, or liability of whatsoever nature and howsoever the same may be caused, as may arise resulting directly or indirectly from the exercise of this lease or the occupation of the premises herein permitted to be used or the premises of the Association to which the LESSEE, its agents, employees, or LESSEE's may have access by reason of the prior to the execution of this agreement the attached sheet was incorporated and made a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year in this lease first above written.

DISTRICT AGRICULTURAL ASSOCIATION

By

Jack D. Pinkerton
Secretary-Manager

LESSEE

MARIPOSA COUNTY BOARD OF SUPERVISORS AND
JOHN ANDERSON AS COUNTY DIRECTOR AND FARM ADVISOR

By

Chairman, Board of Supervisors

COUNTY DIRECTOR & FARM ADVISOR

Memorandum:

1. Resolution by the Board of Directors must accompany lease agreement to the Division of Fairs and Exhibitions.
2. Written notice of approval is required on all three copies if the period is for longer than one month.
3. Submit all three copies of the lease agreement if Department of Finance approval is required.
4. Only the duplicate yellow copy if Department of Finance approval is not required.

In case of doubt, the exact words of the agreement should not be left blank. A line should be drawn through blank spaces on this form when the space is not used and initialed by both
Attachment to Lease Agreement 77-2
MARIPOSA COUNTY BOARD OF SUPERVISORS AND
JOHN ANDERSON AS COUNTY DIRECTOR AND
FARM ADVISOR

Applicant agrees to indemnify and save harmless the 35-A District Agricultural Association, its officers, agents and employees from and against all loss or expense, (including costs and attorney fees) by reason of liability imposed by law upon the 35-A District Agricultural Association for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons on account of damages to property, including loss of use thereof, arising out of or in consequence of the performance of this agreement, providing such injury to persons or damage to property is due or claimed to be due to the negligence of the University of California, its officers, employees or agents.

35-A District Agricultural Assn.

Jack D. Pinkerton
Secretary-Manager

MARIPOSA COUNTY BOARD OF SUPERVISORS
AND JOHN ANDERSON AS COUNTY DIRECTOR
AND FARM ADVISOR

County Director & Farm Advisor
May 25, 1977

The Board of Supervisors of the County of Mariposa met this 25th day of May, 1977 in continued session at 8:15 a.m. with Supervisors Clark, Dalton, Long and Owings present. Supervisor Walton excused. Stephen Dunbar, Assessor, George R. Reilly, State Board of Equalization member, 1st Dist., John A. Shimmon, Assist and Abram F. Goldman, Assist. Executive Secretary, Property Tax Division, were present.

Discussion was held regarding assessment practices and the relationship between the County of Mariposa and the State Board of Equalization.

There being no further business the Board adjourned to meet in continued session for a special meeting, Tuesday, May 31, 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 this 31st day of May, 1977, in special session to discuss budget matters, with Supervisors Dalton, Long, Walton, and Owings present. Supervisor Clark connected to meeting by "speaker-phone".

The Board minutes of May 17, 1977, were approved as published. The minutes of May 24, 1977, were approved as corrected to show the following motion:

On motion of Dalton, seconded by Owings, Ord. 452, regarding mileage, was presented. Vote to be held May 31, 1977.

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

Discussion was held with Leonard Gabrielson, Supt. of Buildings and Grounds, regarding budget requests of Superintendent of Schools Department and Buildings and Grounds budget.

On motion of Walton, seconded by Dalton, it is the Board's intent to give the employees a cost of living increase of 5%, as requested by the Public Employees Association.

On motion of Owings, seconded by Walton, Res. 77-74, was passed and adopted, amending Res. 77-56, to reflect the 5% cost of living increase and which becomes effective July 1, 1977.

Supervisor Clark made a motion to present Ord. No. 454, amending Ord. No. 448, increasing by 5% all department heads and elected officials salaries, except the Supervisors' salaries, pursuant to classification study prepared by Gary Foss, Personnel Consultant. Motion died for lack of second.

On motion of Dalton, seconded by Owings, Ord. No. 454, amending Ord. No. 448, increasing all department heads and elected officials salaries by 5%, was presented. Vote to be held June 7, 1977.

Discussion was held with various members of the Mariposa Chapter of SPCA.

Quentin Parsons, Mormon Bar Fire Chief, discussed problem of vehicles blocking driveway of Fire Truck during Fair time and other busy public affairs held at the Fairgrounds. On motion of Dalton, seconded by Walton, the Road Commissioner is authorized to place two signs, on either side of the driveway for the Mormon Bar Fire Truck, stating "No Parking Between Signs". Signs to be funded from Fire Protection fund.

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

Barbara Saye, Auditor-Recorder, and Evelyn Jones, Chief Duputy, discussed budget matters.

Glen R. Power, Senior Assistance Director and Veteran's Service Officer, and Robert Power, Commander of American Legion-Mariposa, discussed repairs and rental of office space.

On motion of Dalton, seconded by Walton, the previous motion presenting Ord. No. 454, amending Ord. No. 448 by increasing all department heads and elected officials salaries by 5%, is rescinded.

On motion of Walton, seconded by Owings, Ord. No. 454, amending Ord. No. 448, is presented granting a 5% salary increase to all department heads and elected officials, with the exception of the Board of Supervisors whose salaries will remain as stated in Ord. 448. Vote to be held June 7, 1977.

Barbara Parker, Deputy Superintendent of Schools - Business Administration, discussed budget matters.
Tabulation of budgets was discussed with Sheriff-Coroner, Paul E. Paige. On motion of Walton, seconded by Dalton, Sheriff was authorized to apply for Federal Grant for exercise yard at jail.

The Board adjourned at 5:20 p.m. for dinner, reconvening at 7:20 p.m. to attend to matters on the attention calendar.

A motion was offered to amend Ord. 448, regarding Supervisors salaries, to reduce the total per Supervisor to $9,900 annually with the Chairman of the Board to receive an additional $1,200, moved by Clark, seconded by Long. Ayes: Clark, Long. Noes: Dalton, Walton, Owing. Motion failed.

Supervisor Walton offered a motion to amend Ord. 448, regarding Supervisors salaries, reducing the total per Supervisor to $10,200 annually with the Chairman to receive an additional $1,200. Motion died for lack of second.

On motion of Walton, seconded by Dalton, a step raise was granted to Arthur Steeley, Range 17, Step 6, effective 6/1/77.

Ord. No. 452, was passed and adopted, relating to mileage, having been previously presented.

On motion of Dalton, seconded by Walton, Res. 77-75, was passed and adopted, authorizing the Chairman to sign an agreement between the County of Mariposa and the State Department of Health for public health services, for 1977-1978 fiscal year.

On motion of Dalton, seconded by Owing, the following travel requests were granted: Judge Mueller, Reg. K CJPB Task Force meeting re criminal justice planning aid, Modesto, 6/1/77; Jerry McCarthy and Jan Robinson, Deputy County Clerks, workshop re Determinate Sentencing Act of 1976, Fresno, 6/4/77, use of County car requested; Jerry McCarthy, Deputy County Clerk, Superior Court Workshop, 6/23-24/77, San Francisco, costs reimbursable to County, use of County car requested.

Ord. No. 453, was passed and adopted, relating to Bingo, having been previously presented.

Res. 77-76, was passed and adopted, supporting Compliance Month in observation of the 55-mile per hour speed limit, on motion of Walton, seconded by Owing.

Res. 77-77, was passed and adopted, authorizing execution of notice of completion and recordation of same, regarding alterations and additions to the County Jail, on motion of Dalton, seconded by Walton.

Ord. No. 455, was presented, regulating the public use of Lake McClure and Lake McSwain and repealing Ordinances 311 and 388, on motion of Walton, seconded by Owing. Vote to be held June 7, 1977.

There being no further business the Board adjourned at 10:15 p.m. to meet again in regular session at 9:00 a.m. Tuesday, June 7, 1977, to discuss budget matters.

ATTEST:

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

THIS AGREEMENT, Made and entered into this 17th day of May, 1977 at Mariposa, California, by and between the Department of Health, hereinafter called "State", and the County of Mariposa, hereinafter called "County"

WITNESSETH:

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

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

WHEREAS, "County" will appropriate an amount greater than 55¢ per capita for public health services during the fiscal year 1977-78; and

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

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

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

   a. Services in Environmental Sanitation: include at least food sanitation, the inspection and regulation of small public water supplies, private water supplies and private sewage and waste disposal.

   b. Communicable Disease Control: to include control of tuberculosis and venereal disease, the control of acute communicable diseases, based on the provision of diagnostic consultative services, epidemiological investigation and appropriate preventive measures for the particular disease hazards in the community.

   c. School Health Services: the scope and content of services to be planned with and agreed to by the County Superintendent of Schools.

   d. Maternal and Child Health Services: medical, nursing, educational and other services to promote maternal and child health and to provide a comprehensive program to meet the community needs in these fields.

   e. Health Education: plan, organize and equip a program of health education in the community and provide necessary health education media and equipment.

   f. Public Health Laboratory Services

   g. Public Health Statistics: to analyze public health statistics, including population data, birth, mortality and morbidity records as well as evaluation of service records.

   h. Conduct Studies of existing health problems in needed areas in the county during the operation of the program.

   i. Other Services or Programs as may be determined necessary by the State Department of Health and agreed to by the Board of Supervisors.
2. "County" agrees to provide:
   a. Services of medical doctor (part-time) who shall provide medical direction and such other services as agreed upon and in a manner acceptable to the "State".
   b. Office clerk(s) - (classification and compensation determined by county) as required by the program.
   c. Office space for county personnel and assigned state professional personnel; and parking facilities for official "State" vehicles assigned.
   d. Operating expenses for the office(s) including but not limited to utilities, office supplies and telephone.
   e. Mileage and travel expenses of the county employees.
   f. Office equipment and furniture for the office(s).
   g. Such other county employees or aides as the "County" may desire, provided that the qualifications, duties, responsibilities, and performance of said employees are acceptable to "State".

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

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

6. "County" agrees to comply with the provision of attached Form 3, Fair Employment Practices Addendum, which Form 3 is by this reference made a part hereof; "County" further agrees to comply with the Civil Rights Act of 1964 (P.L. 88-352) to the end that, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity which is supported by Federal Funds. In the event of noncompliance such Federal Funds will be withheld until compliance can be assured. The attached Exhibit 1 entitled "Prior to July 1, 1977 Language", consisting of one page is incorporated herein and made a part hereof by this reference in recognition of both parties that the validity and effectiveness of this contract are conditioned upon the availability of funds in the Budget Act of 1977.

7. "County" and "State" recognize the unique status of "County" while contracting with "State" for provision of local health services as it pertains to the Child Health and Disability Prevention Program established by Statutes of 1973, Chapter 1069. The attached addendum entitled "Child Health and Disability Prevention Program for Counties Contracting with State of California for Local Public Health Services" is by this reference made a part hereof.

8. This agreement shall become effective July 1, 1977 and shall terminate June 30, 1978.

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

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH

COUNTY OF MARIPOSA

By: [Signature]
Date: MAY 31, 1977

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

By: [Signature]
Date: __________________________

-3-
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)

STD. 3 (Rev. 8/73)
STATE OF CALIFORNIA
DEPARTMENT OF HEALTH

Prior to July 1, 1977 Language

(1) It is mutually understood between the parties that this contract may have been written and executed prior to July 1, 1977 for the mutual benefit of both parties in order to avoid program and fiscal delays which could occur if the contract were executed after July 1, 1977.

(2) This contract is valid and enforceable only if sufficient funds are made available by the Budget Act of 1977, for the fiscal year 1977-78 for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms or funding of this contract in any manner.

(3) It is mutually agreed that if the Budget Act of 1977* does not appropriate sufficient funds for the program, this contract shall be invalid and of no further force and effect. In this event the State shall have no liability to pay any funds whatsoever to the contractor, or to furnish any other considerations under this contract and the contractor shall not be obligated to perform any provisions of this contract.
Addendum:

CHILD HEALTH AND DISABILITY PREVENTION PROGRAM
FOR COUNTIES CONTRACTING WITH STATE OF CALIFORNIA
FOR LOCAL PUBLIC HEALTH SERVICES

The Child Health and Disability Prevention Program (CHDP) established by AB2068 provides that, for counties which contract with the State for public health services, the State Department of Health shall implement and conduct the screening and referral activities. The local welfare departments in these counties, as well as in the other counties, are required under mandate of federal legislation to participate in certain outreach activities to inform AFDC eligible families about screening services and to assist them in obtaining such services where necessary. State law requires that schools request from children entering first grade evidence that certain screening examinations have been obtained.

The unique status of each of the contract counties makes it essential that there be close cooperation between state and local personnel to assure a successful program. The following statement takes cognizance of this and outlines the responsibilities to be undertaken by state and county governments:

1. The State, through the CHDP unit in Contract Counties Health Services Section, will be responsible for promotion and coordination of screening services in the Contract Counties.

2. State CHDP staff will encourage potential local screening and/or referral providers to participate in the program.

3. State CHDP staff will provide screening services or resources as is feasible and appropriate.

4. The County will provide adequate desk space for the CHDP field staff person assigned to the County as is feasible and appropriate.
Addendum:

5. Clerical assistance to the CHDP field staff person will be provided by the local health department clerical staff as is feasible and appropriate.

6. The local welfare department, in cooperation with State CHDP staff according to a written plan agreed upon by the local welfare department and the CHDP staff, will be responsible for:
   a. Notification on an annual basis to all AFDC families of the nature and availability of the program.
   b. Informing new applicants of the nature and availability of the program as part of the intake interview.
   c. Assisting those families who indicate they wish screening services to obtain appointments.
   d. Assisting in obtaining necessary transportation for screening and referral appointments.
   e. Assisting in the referral and follow-up process as appropriate.

7. The public health nurses in the county health departments will assume major responsibility for coordinating referral of children indicated by the screening examination to require a referral. In cooperation with State CHDP staff they will work to assure appropriate referral and follow-up services to the extent possible.

8. The creation of a local advisory group shall be at the discretion of the Board of Supervisors.
The Board of Supervisors of the County of Mariposa met this 7th day of June, 1977, at 9:00 a.m. with all members present.

The Minutes of May 31, 1977, were approved as mailed.

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

Discussion was held with Ralph J. Campbell, District Attorney, regarding budget.

On motion of Walton, seconded by Owings, Res. 77-78 was passed and adopted, declaring the month of June "Adopt-A-Cat-Month".

Peter Artero, Road Commissioner, discussed road matters.

On motion of Owings, seconded by Walton, the Road Commissioner was authorized to advertise for bids to be opened at 11:00 a.m. on July 26, 1977, for construction of bridge on Indian Peak Road, West Fork of Chowchilla River.

Glenn Nielson and Barbara Rangel presented a petition regarding road conditions in Hunters Valley.

On motion of Clark, seconded by Dalton, $1000.00 was allocated for minor construction on Oak Road and $5000.00 was allocated for minor construction and safety signs on Hunters Valley Road.

Tom Richardson discussed the Chowchilla Mountain Wagon Train Ride. On motion of Owings, seconded by Clark, Res. 77-79, was passed and adopted sponsoring Chowchilla Mountain Wagon Train Ride and endorsing the Ballment Agreement with NPS.

Bruce Jacobs, Planning Commission Chairman, discussed planning proposals, which were deferred until the Board could examine them thoroughly.

County Engineer-Surveyor discussed budget matters.

Peggy McElligott, Bonding Attorney for Mariposa Parking Dist. No. 1, presented the engineer's report.

The following resolutions were presented regarding Mariposa Parking Dist. No. 1:

On motion of Clark, seconded by Walton Res. 77-80, was passed and adopted, preliminarily approving engineer's report, Mariposa Parking District No. 1, subject to hearing.

On motion of Clark, seconded by Walton, Res. 77-81, was passed and adopted, rescinding Res. 77-51, and describing proposed boundaries of Assessment District, filing of map and diagram and recordation of Notice of Assessment.

On motion of Clark, seconded by Walton, Res. 77-82, determining the prevailing wage scale for public work proposed to be performed, was passed and adopted.

On motion of Walton, seconded by Clark, Res. 77-83, was passed and adopted, setting the public hearing for July 12, 1977 at 10:45 a.m. regarding formation of Maintenance District, proposed acquisitions and improvements and directing notice.

On motion of Clark, seconded by Walton, Res. 77-84, was passed and adopted, calling for sealed proposals for construction of district to be presented to the County Clerk's office no later than 10:30 a.m., July 5, 1977.
On motion of Dalton, seconded by Owings, Auditor authorized to draw a warrant, in the amount of $446.25, to NIMLO Federal Unemployment Compensation, Tax Litigation Trust Fund, for litigation expenses. On motion of Walton, seconded by Clark, Chairman authorized to sign letters regarding NIMLO action and submit all papers to the proper authorities.

On motion of Clark, seconded by Walton, Chairman authorized to sign ATAAP Capital Equipment Award Agreement. Ayes: Long, Clark, Walton, Owings. Absent: Dalton.

Walton excused, on advice of County Counsel, during discussion and voting on claims of Richard S. Gimblin and Norman Garrett. On motion of Clark, seconded by Owings, claims of Richard S. Gimblin, $487.94 and Norman Garrett, $453.14, denied.

On motion of Dalton, seconded by Owings, the Board met in executive session for advice from County Counsel regarding planning, upon request of Planning Commission Chairman.

John Rotondo discussed solid waste service for Yosemite National Park and reported on water investigation. John Rotondo relieved of further investigation on water from mines.

Public hearing to consider waiver of Ord. 429, requirement regarding sale of parcel of land (Varney) less than 2½ acres, opened at 2:15 p.m. Testimony was received from Norbert Varney. On motion of Clark, seconded by Walton, the Board finds that the parcel (lot) in question, in Mariposa, had previously been divided and was recognized as such, therefore, the waiver is granted.

Larry James, County Building Inspector, gave a report on filings in his office and discussed budget matters.

On motion of Dalton, seconded by Owings, Res. 77-85, was passed and adopted, reducing building permit fees by 50% for non-profit organizations. Ayes: Clark, Dalton, Walton, Owings. Absent: Long.

The public hearing regarding waiver of Ord. 353 "Public Convenience and Necessity" was opened and testimony given. On motion of Clark, seconded by Walton, request of Steve Goldman for Certificate of Public Convenience pursuant to Ord. 353, was denied without prejudice.

John Rotondo reported on CETA employment and funding.

The Board met as the Local Transportation Committee. Wilbur Elias presented the CALTRANS 1977-78 work program. On motion of Clark, seconded by Owings, the CALTRANS work program was adopted. Ayes: Clark, Long, Walton, Owings. No: Dalton.

Larry James, Building Inspector, discussed budget matters.

The Board accepted updated Report of Personnel Consultant Gary C. Foss, in respect to supervisors' salaries, the original referred to herein on file with the Clerk's office.

Supervisor Clark excused at 4:00 p.m.

John Anderson, Farm Advisor, discussed budget matters.

Peter Artero, Road Commissioner, County Engineer-Surveyor, discussed several budget matters.

Tom Van Bibber authorized to install three air conditioners in Board Room and Clerk's Office for cost not to exceed $2000.00, including electrical wiring and installation, on motion of Owings, seconded by Walton.

On motion of Dalton, seconded by Walton, Auditor authorized to draw a warrant to California Division of Forestry, $1500.00 for purchase of a fire truck. The Board to designate location of fire truck at a later time.
On motion of Walton, seconded by Owings, the second reading of Ord. 454 was waived. Ord. 454, relating to salaries of Department Heads, having been previously presented, was passed and adopted. Ayes: Long, Dalton, Walton, Owings. Absent: Clark.

On motion of Walton, seconded by Owings, the second reading of Ord. 455 was waived. Ord. 455, regulating public use of Lake McClure and Lake McSwain Recreation Areas, having been previously presented, was passed and adopted. Ayes: Long, Dalton, Walton, Owings. Absent: Clark.

The Board adjourned at 6:20 p.m. to reconvene at 8:00 a.m., June 8, 1977.

FRANK L. LONG, Chairman
Board of Supervisors

ELLEN BRONSON, County Clerk and ex-officio Clerk of the Board.
Agreement Between the
Area Technical Agency for Aging Programs (ATAAP)
and Sub-Grantees

Sub-Grantee:  Mariposa County Board of Supervisors

Contract Number:  #284119

1. (a) This project, herein designated as  Capital Equipment  

shall be carried out in accordance with Title III of the Older American's Act (OAA) of 1965 as amended, the program regulations, guidelines and directives thereto, federal, state and local laws and ordinances, the various reporting requirements of ATAAP and project grant application, all of which are or may be operative during the term of this contract.

(b) In addition, this project shall be carried out in accordance and consistent with the terms and conditions of the project grant application to provide  equipment  

as approved by ATAAP in making this award.

(c) In the event of any conflict between the provisions set forth in sub-paragraph 1 (a) and the terms and conditions of the project grant application, the provisions listed in sub-paragraph 1 (a) shall control.

(d) In the event of any conflict between the provisions of this agreement and the project grant application, the provisions of this agreement shall control.

(e) Copies of all documents set forth in sub-paragraph 1 (a) hereto, are available for inspection at the ATAAP Offices, 1100 Kansas Avenue,
Suite E, Modesto, CA.

(f) The commencement of any and all terms and provisions of the project grant application shall be contingent upon receipt of funds by ATAAP from the California Department of Aging.

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

3. The term of this agreement shall be from May 18, 1977 to June 30, 1977, subject however, to earlier termination as herein provided.

4. In consideration of the on-going performance of the above named project in a manner considered satisfactory to and by ATAAP, the amount of this Grant is $1,303, which is derived solely from federal funds for fiscal year 1976/1977 and which shall be spent in accordance with the budget which is part of the approved Project Grant Application.

A portion of the total contract amount shall be paid to the sub-grantee not more frequently than monthly, in advance, during the term of this agreement up to the total contract amount and upon receipt and approval of a properly completed Report of Expenditures and Request for Payment in duplicate (2) supported by a currently monthly program activity report and other reports as may be required by ATAAP. Sub-grantee's in-kind contribution documentation shall be kept on file in the designated project business office unless otherwise directed by ATAAP.

5. Sub-grantee shall provide accurate accounting procedures whereby, federal Title OAA III project funds and the non-federal funds used to earn such funds must be accounted for separately in the sub-grantee's accounting
system and accounted for separately from other funds under the sub-
grantee control.

6. In the event that the sub-grantee shall fail or refuse in the opinion of
ATAAP, to conduct said project in accordance with the terms and provisions
hereof or in the event of withdrawal or denial of appropriate and suffi-
cient federal funding, ATAAP may suspend or terminate this agreement upon
ten (10) calendar days written notice to sub-grantee, such notice to be
effective on the date of mailing by Registered Mail to the sub-grantee’s
address as provided in writing by the sub-grantee and which appears on
this agreement and is on file with ATAAP. In the event that sub-grantee
cannot continue the project for reasons beyond its control, sub-grantee
may request termination of this agreement upon written notice to ATAAP
at least ten (10) calendar days in advance of requested date of termin-
ation. Such notice shall be effective on the date of mailing to ATAAP,
1100 Kansas Avenue, Suite E., Modesto, CA 95351. Sub-grantee shall
terminate the project only upon receipt of written notice of approval by
ATAAP and in accordance with the procedures and instructions set forth
in said notice of approval.

7. ATAAP shall withhold funds for monthly payment to the sub-grantee if the
sub-grantee does not furnish ATAAP with proper expenditure reports in
keeping with budget line items no later than the first Thursday of each
month for which funds are requested. In addition, funds shall be with-
held for insufficient documentation relating to in-kind contributions
as required by law and for failure to submit required reports on the
non-fiscal aspects of program operations by a time and/or date specified
by ATAAP.
3. Upon termination or expiration of this agreement, sub-grantee shall immediately return to ATAAP upon written demand, any and all unencumbered funds or unearned funds or any equipment having a purchase price value of $100.00 or more, purchased with funds provided under this agreement, except in such cases as where the purchase of capital equipment is the sole object of the Project Grant Application.

9. Sub-grantee shall at all times during the term of this agreement maintain complete records of its activities and expenditures hereunder in a form satisfactory to ATAAP, shall make all records pertaining to the project available for inspection and/or audit by ATAAP or the Federal Government or the State Government at any time during normal business hours, and shall maintain and keep all such records for a minimum of three years from the date of the Notice of Record Retention if the State or Federal audit has occurred or five years from the date of such notice if such notice has not occurred. In the event of audit exception such records shall be maintained and kept available until every exception has been cleared to the satisfaction of ATAAP. Records for non-expendable property which was acquired with Federal funds shall be retained for three years after final disposition of such property. Sub-grantee shall, in a manner prescribed by ATAAP, submit all reports of its activities and expenditures to ATAAP.

10. In the event that any subcontractor is utilized by the sub-grantee for any portion of the project, the sub-grantee, nevertheless, retains the ultimate responsibility for carrying out any and all terms and conditions of this agreement, including the responsibility for insuring the availability and retention of records of sub-contractors in accordance with paragraph 9.
Specifications for any subcontract shall be approved by ATAAP in writing prior to the award of that subcontract by sub-grantee.

11. Sub-grantee shall have no authority to contract for or on behalf of, or incur any obligations on behalf of ATAAP, the State of California or the Federal Government.

12. The sub-grantee shall be liable for all labor and any other direct and/or indirect expenses incurred in providing the above listed services and shall assume any and all responsibilities for loss or damage resulting from negligence or acts of omission and shall defend any suit alleging injury, sickness or disease arising out of the provision or services and shall hold ATAAP, the State of California and Federal Government harmless in such action. The sub-grantee is obligated to promptly inform ATAAP in writing of the incidence of any such adverse situations.

13. Sub-grantee shall comply with all Department of Health, Education and Welfare regulations promulgated pursuant to Title VI of the Civil Rights Acts of 1964. As indication of his intent to comply, sub-grantee shall complete and sign an "Assurance of Compliance" with such regulations (AOA - 441) which form, when completed and signed by sub-grantee shall be attached hereto and incorporated herein by reference.

14. Within 30 days after the termination date of this agreement or within 30 days after the termination date of this agreement as provided in paragraph 3, whichever is earlier, the sub-grantee shall provide ATAAP with an audit which has been performed by a licensed accountant and which meets project audit standards specified in writing by ATAAP. Where sub-
grantee is a public entity, the audit required herein may be performed by
the sub-grantee's Chief Auditor or equivalent officer if in fact such
officer does not maintain direct administrative responsibility for the
authorized project.

15. Authorized ATAAP representatives shall have the right to evaluate sub-
grantee's performance pursuant to this agreement on at least a quarterly
basis, said evaluations to include but not be limited to audits, inspection
of premises, and interviews of project staff and participants.

16. ATAAP or the sub-grantee may from time to time request changes in the
scope of the services of sub-grantee to be performed hereunder. Such
changes, including any increase or decrease in the amount of sub-grantee's
compensation, which are mutually agreed upon by and between ATAAP and
sub-grantee shall be effective when incorporated in written amendments to
the Agreement. No oral understanding or agreement, not incorporated
herein, shall be binding on the parties hereto.

The sub-grantee shall:

a. Procure and maintain workmen's compensation insurance as pre-
scribed by the laws of the State of California.

b. Procure and maintain comprehensive bodily injury and property
damage liability insurance including bodily injury and property
damage caused by automotive vehicles used in the project's
services operations, with limits of $300,000 for injury or
death of one person in any one accident; $500,000 for injury
or death of two or more persons in any one accident; and
$100,000 for property damage in any one accident.

c. Furnish ATAAP, upon request, certificates of insurance to
d. The liability of sub-grantee is applicable to volunteers using their personal car for authorized project business, covering the extent of damage on that auto. Authorized project staff and volunteers shall be required to carry insurance personally for public liability in the amounts at a minimum of ($15,000 - $30,000).

e. The sub-grantee hereby assures ATAAP that the elderly, women and ethnic minorities will be given every opportunity to apply for employment within this Project and will be given preference in hiring and training whenever possible for which such persons qualify.

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

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

h. All equipment, materials, supplies, or property of any kind purchased with funds provided under terms of this agreement and not fully consumed in the work of the program, shall be the property of ATAAP. All such property shall be pur-
chased in accordance with allocations detailed in the
approved budget (Notification of Grant Award), and by
instructions and/or guidelines promulgated by ATAAP. Sub-
grantee shall further, at the request of ATAAP, submit an
inventory of equipment purchased under terms of this agree-
ment, or any predecessor agreement for the conduct of this
program, no more frequently than annually and at the con-
closure of this project or the termination of this agree-
ment. Final disposition of such equipment shall be in
accordance with instructions from ATAAP to be issued upon
receipt of final inventory and request for disposition
instructions.

17. As used throughout this agreement, the term, "shall", is mandatory; the
term, "may", is permissive.

18. This agreement shall not be considered effective until signed by the
duly authorized officers of ATAAP and sub-grantee.
Signed this 7th day of June (month) in the year 1977.

For the Area Technical Agency for Aging Programs (ATAAP)

Signature: __________________________
Haig Arakelian, Jr.

Position/Title: Chairman of the Board of Directors of ATAAP

Address: P.O. Box 1632
Modesto, CA 95354

For the Sub-grantee

Signature: __________________________
Carroll N. Clark
Position/Title Co-Chairman of the Board

Signature: __________________________
Frank L. Long
Position/Title: Chairman of the Board

Address: Mariposa Courthouse
Mariposa, CA 95338

Business: ___________________________
## Contract For Service By/In A Nonfederal Facility

### For: UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF PRISONS, WASHINGTON, D.C. 20534

### With: Contractor (Name & Address)  
Mariposa County, California  
P.O. Box 276  
Mariposa, CA 95338

### Place of Performance (Name & Address)  
Mariposa County Jail  
P.O. Box 276  
Mariposa, CA 95338

### Judicial District  
Eastern California

### Immigration & Naturalization Service  
Southwest Region, District 13

### Description of Services Provided: Safekeeping, care, and subsistence of persons held under authority of any United States statute, including the detention of persons who are non-residents or non-citizens of the United States. It is understood that the care provided will include medical treatment, except the cost of hospitalization, surgical and dental care, which the Government agrees to bear.

### Accounting & Appropriation Data: Support of U.S. Prisoners' Appropriation

### Issuing Office: Regional Administrator  
Community Programs  
Bureau of Prisons  
330 Primrose Road, Suite 410  
Burlingame, CA 94010

### Mail Invoice(s) To: United States Marshal  
1020 U.S. Courthouse  
650 Capitol Mall  
Sacramento, CA 95814

### Contract Rate(s):  
$14.30 per man/day

### Effective Date: 31 May 1977  
Expiration Date: 30 May 1980

### Terms & Conditions

This contract will remain in force for a period not to exceed THREE year(s) and will be modified or cancelled only after thirty days' notice prior to the effective date of any proposed change, which shall be given by the party proposing the change.

The United States reserves the right to enter the institution specified at reasonable hours for the purpose of inspecting the same and determining the conditions under which federal offenders are housed or treated.

No Member of Congress or Resident Commissioner shall be admitted to any share or part of this contract or any benefit that may arise therefrom unless it be made with a corporation for its general benefit.

This contract is subject to the provisions of Title 18 of the United States Code and to the rules and regulations governing the care and custody of persons committed hereunder as set forth in the following exhibits which are attached and made a part hereof: General Contract Provisions, Exhibit A, Exhibit B

### Name of Contractor: Mariposa County, California

### By: FRANK L. LONG, CHAIRMAN  
Board of Supervisors  
County Courthouse  
Mariposa, CA. 95338

### Signature Date: 6/7/77

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**THE UNITED STATES OF AMERICA**  
By Direction of the Director of the Bureau of Prisons  
(Signature of Contracting Officer)

**Title Regional Administrator**  
Community Programs

BP-CS-13 (Revised 07/74)
The Board of Supervisors of the County of Mariposa met this 8th day of June, 1977 at 8:00 a.m., in continued session, with all members present.

Barbara Saye, Auditor-Recorder, discussed budget matters, assisted by Evelyn Jones, Chief Deputy.

On motion of Clark, seconded by Walton, the firetruck purchased from CDF on June 7, 1977, will be assigned to the Mormon Bar Volunteer Fire Department. The old fire truck will be stripped and made into a water tank truck.

John Thomson, Sanitarian, discussed Public Health budget.

On motion of Walton, seconded by Clark, the Airport Committee is authorized to have installed an in-line meter for runway lights at the Mariposa-Yosemite Airport. Ayes: Clark, Long, Walton, Owings. No: Dalton.

Joan Faust, Planning Commission Secretary, discussed budget matters.

The Board adjourned for lunch at 12:15 p.m. and reconvened at 1:30 p.m.

Barbara Saye, Auditor-Recorder, and Evelyn Jones, Chief Deputy, continued discussion regarding Planning Commission and various other budget matters.

Peter Artero, Road Commissioner, discussed Special Districts budget. Charles Hand, Deputy Probation Officer, discussed budget matters.

On motion of Dalton, seconded by Walton, the Chairman was authorized to sign Special Use Permit for the Yosemite Library, Supervisor Claude C. Walton and Clerk Lynne Robinson to sign as witnesses of Chairman's signature.

On motion of Dalton, seconded by Walton, Ord. 456, County Offices to remain open for business beginning July 1, 1977 continuously from 8:00 a.m. until 5:00 p.m. Monday through Friday, was presented. Vote to be held June 14, 1977.

On motion of Owings, seconded by Walton, Chairman was authorized to sign contract for Federal Prisoner Housing with U.S. Bureau of Prisons.

Supervisor Clark excused at 4:45 p.m.

On motion of Walton, seconded by Owings and upon recommendation of the County Counsel, the proposal of Douglas H. S. Duncan of Douglas & Jones, Urban & Environmental Planning Consultants, as outlined in letter of May 27, 1977, is accepted to evaluate the current and forthcoming requirements and needs to be met by the Planning Commission, etc.

On motion of Walton, seconded by Owings, the Chairman was authorized to sign the Notice of Designation of Local Enforcement Agency to State Solid Waste Management Board and Res. 77-85, passed and adopted, regarding 2' Berg-Kapiloff Solid Waste Control Act.

On motion of Dalton, seconded by Owings, Tax Cancellation No. 77-2, Unsecured, was granted.

On motion of Owings, seconded by Walton, Verna B. Thompson is reappointed to the Assessment Appeal Board, term of office to be June 6, 1977 to June 2, 1980.


Res. 77-86 was passed and adopted, transfers within Farm Advisors budget, on motion of Walton, seconded by Owings.

On motion of Dalton, seconded by Owings, it is determined that the value of the old Cathey's Valley Firehouse does not exceed $100 and pursuant to GC Sec.
said building is donated to the Cathey's Valley Volunteer Fire Department to dispose of at its discretion.

There being no further business, the Board adjourned at 6:05 p.m. to meet again in regular session, Tuesday, June 14, 1977 at 10:00 a.m.

FRANK L. LONG, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk and ex-officio Clerk of the Board.
SPECIAL USE PERMIT

Yosemite National Park, CA

Mariposa County Library, of Merced, California, is hereby authorized to use the following-described land in the above-named area: The space to be supplied under this agreement is located in the Dining room in the Yosemite Museum, and is to be furnished by the National Park Service. The use of this space is for the purpose of providing space for the Mariposa County Free Public Library.

This permit is subject to the conditions on the reverse hereof and attached pages and to the payment to the Government of the United States of the sum of $500.00 in advance, to be paid to the Superintendent by Express or Postal Money Order, Certified Check, or Draft payable to the National Park Service, or Cash.

Issued at Yosemite National Park, CA 12-12-61

This permit is subject to the terms, covenants, obligations, and reservations, expressed or implied, therein.

TWO WITNESSES TO SIGNATURES

Name
Address

Name
Address

Name
Address

APPROVED (If approval is required by higher authority)

Date

CONDITIONS OF THIS PERMIT

*Sign name or names as written in body of permit; for corporation, the officer authorized to execute contracts, etc., should sign, with name, the sufficiency of such signature being attested by the Secretary, with corporate seal, in lieu of witnesses.

16-110-3
dated March 1967
CONDITIONS OF THIS PERMIT

1. Regulations.—The permittee shall execute this permit under the supervision of the Superintendent, and shall comply with the regulations of the Secretary of the Interior, or other authorized officer of the Government, governing the area.

2. Definition.—The term “Director, National Park Service” as used herein shall include the appropriate Regional Director or Superintendent as the representative of the Director.

3. Rights of the Director.—Use by the permittee of the land covered hereby is subject to the right of the Director, National Park Service, to establish trails, roads, and other improvements and betterments over, upon, or through said premises, and further to the use by travelers and others of such roads and trails as well as of those already existing. If, it is necessary to exercise such right, every effort will be made by the National Park Service to refrain from unaidly interfering or preventing use of the land by the permittee for the purpose intended under this permit.

4. Nondiscrimination.—See attachment A.

5. Damages.—The permittee shall pay the United States for any damage resulting from the use which would not reasonably be inherent in the use which the permittee is authorized to make of the land described in this permit.

6. Construction.—No building or other structure shall be erected under this permit except upon prior approval of plans and specifications by the Director, National Park Service, and the premises and all appurtenances thereto shall be kept in a safe, sanitary, and sightly condition.

7. Removal of structures and improvements.—Upon the expiration of this permit by limitation of time or its termination for any reason prior to its expiration date, the permittee, if all charges due the Government hereunder have been paid, shall remove within such reasonable period as is determined by the Superintendent, but not to exceed 90 days unless otherwise stipulated in this permit, all structures and improvements placed on the premises by him, and shall restore the site to its former condition under the direction of the Superintendent. If the permittee fails to remove all such structures and improvements within the allowable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and the restoration of the site.

8. Water rights.—Water rights will be perfected, when necessary, by the United States in its own name for water developed or used in connection with this permit. The permittee will furnish to the United States such information as is necessary for perfection, including statutory fees, and for management and protection of the resource.

9. Disposal of refuse.—The permittee shall dispose of brush and other refuse as required by the Superintendent.

10. Timber cutting.—No timber may be cut or destroyed without first obtaining a permit therefor from the Director, National Park Service.

11. Fire prevention and suppression.—The permittee and his employees shall take all reasonable precautions to prevent forest, brush, grass, and structural fires and also shall assist the Superintendent in extinguishing such fires in the vicinity of any tract which may be used hereunder.

12. Soil erosion.—The permittee shall take adequate measures, as directed and approved by the Superintendent to restrict and prevent soil erosion on the lands covered hereby and shall so utilize such lands as not to contribute to erosion on adjoining lands.

13. Benefit.—Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefit therefrom: Provided, however, That nothing herein contained shall be construed to extend to any incorporated company, if the permit be for the benefit of such corporation.

14. Assignment.—This permit may not be transferred or assigned without the consent of the Director, National Park Service, in writing.

15. Revocation.—This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Director, National Park Service.
16. Light, heat and janitorial services are furnished permittee without charge since room is used by the National Park Service for other purposes.
ATTACHMENT A

CONTINUATION OF CONDITIONS OF THIS PERMIT (FORM 10-114)

The following provisions constitute Condition 4 in accordance with Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967.

Nondiscrimination. If use of the resource covered by the permit will involve the employment by the permittee of a person or persons, the permittee agrees as follows:

1. The Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Permittee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Permittee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Superintendent setting forth the provisions of this nondiscrimination clause.

2. The Permittee will, in all solicitations or advertisements for employees placed by or on behalf of the Permittee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The Permittee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Superintendent, advising the labor union or workers' representative of the Permittee's commitments under Section 202 or Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Permittee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Permittee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Superintendent and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Permittee's noncompliance with the nondiscrimination clauses of this permit or with any of such rules, regulations, or orders, this permit may be cancelled, terminated, or suspended in whole or in part, and the Permittee may be declared ineligible for further Government contracts or permits in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, as such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Permittee will include the provisions of paragraphs 1 through 7 in every subcontract of purchase order, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontract or purchase order as the Superintendent may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Permittee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Superintendent, the Permittee may request the United States to enter into such litigation to protect the interests of the United States.

(Rev. 5/68)
The Board of Supervisors of the County of Mariposa met this 14th day of June, 1977, with Supervisors Clark, Dalton, Long and Owings, present. Supervisor Walton excused.

The Board minutes of June 7 and June 8, 1977 were approved as mailed.

The following claims were approved as presented.

- Parks and Recreation Fund: $1,959.44
- Contingent Fund: 3,195.21
- Federal Administration Fund: 344.31
- S. A. P.: 298.88
- Road Fund: 40,953.14
- General Fund: 58,250.11
- Mariposa Lighting District: 563.49
- Horntitos Lighting District: 73.79
- Coulterville Lighting District: 134.17
- Anti-Recession Operation: 9,714.29
- County Service Area 1-M (Lake Don Pedro): 1,572.19
- County Service Area 1-M (Mariposa Pines): 130.75
- Don Pedro Sewer Zone: 285.43
- Yosemite West Maintenance Dist.: 2,603.96

Peter Artero, Road Commissioner, discussed road matters.

The Board of Supervisors acting as the Board of Directors of the Yosemite West Maintenance District, passed and adopted, Res. 77-3, Transfers by Object from Water-Communications to Water-Transportation 545.00, on motion of Clark, seconded by Owings.

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

Rich Begley, Parks & Recreation Director, discussed budget matters.

Board adjourned for lunch at 12:10 p.m. and reconvened at 1:30 p.m.

On motion of Dalton, seconded by Owings, second reading of Ord. 456, regarding continuous operation of all county offices from 8 a.m. to 5 p.m., was waived. Ord. 456, was passed and adopted, having been previously presented.

On motion of Clark, seconded by Owings, Res. 77-87, was passed and adopted, transfers within Planning Commission budget.

On motion of Dalton, seconded by Owings, Res. 77-88, was passed and adopted established Board policy regarding roads crossing federal lands which are open to the public.

On motion of Clark, seconded by Dalton, Barron E. Brouillette was appointed as Planning Commissioner, District One, term effective 6/14/77 to 12/31/80. The position of Commissioner At-Large will be filled after interviews are held with the remaining 5 applicants Tuesday, June 28, 1977.

The time being 2 p.m. the public hearing to consider the request by Vic Maddox, for waiver of 2\frac{1}{2} acre minimum lot size as required by Ord. 429, was opened. Paul Gregory, agent for Mr. Maddox, present. Public hearing closed. On motion of Dalton, seconded by Clark, the waiver is granted due to the fact that Highway 132 physically divides the parcels in question. Mr. Maddox to proceed as required by the Planning Commission.

On motion of Clark, seconded by Owings, the following travel requests were granted: Alberta J. Garrett, Treas.-Tax Collector, conf. with State Controller, 6/21-24/77, Pasadena; Stephen Dunbar, Assessor, Bd. of Equalization course on valuation of Open Space Lands, Williamson Act Lands, etc., Sacramento, 7/11-14/77 (Use of Co. car requested); Donna Matlock, Chief Deputy

On motion of Dalton, seconded by Owings, the following bills from CH2M Hill were approved: 4/6/77, Preliminary Design, Final Payment of $3,872.50; 5/12/77, Coulterville Water System Design, 5% payment of $1,735; 5/13/77, Coulterville Wastewater Design, professional services through 4/24/77 for $30,549.04.

George G. Westerman, M.D. and Victor Duerksen, Mental Health Director, discussed several matters related to budgeting for Mental Health Services.

Supervisor Dalton excused from meeting due to conflict of interest.

Gene Dalton, III, discussed mandatory $25.00 monthly fee to be paid by those persons hauling trash for households.

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

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

On motion of Clark, seconded by Owings, the Board accepted, with regret, the resignation of Randy A. Curtis from the Mental Health Advisory Board. Clerk to post notice of vacancy as required by law.

On motion of Clark, seconded by Owings, Res. 77-89, was passed and adopted approving and adopting the Rules & Regulations relating to sanitary disposal of sewage in the County.

On motion of Clark, seconded by Owings, Res. 77-90, was passed and adopted, approving the contract with the State Department of Health for Licensing of Community Care Facilities and authorizing the Chairman to sign said contract.

On motion of Dalton, seconded by Owings, Res. 77-91, was passed and adopted, in memory of Walter McLean.

Supervisor Clark authorized to pursue investigation and proceed to establish a County Commission on Aging.

There being no further business the Board of Supervisors adjourned at 6:30 p.m. to meet again in regular session, Tuesday, June 21, 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 this 21st day of June, 1977 at 9:00 a.m.

Victor Duerrsen, Mental Health Director, and George Westerman, M.D., appeared regarding Mariposa County Mental Health budget. Cliff Haviland from the State Dept. of Mental Health was present.

On motion of Walton, seconded by Clark, the budget of the Mariposa County Mental Health was approved as amended.

The minutes of June 1st, 1977, were approved as mailed.

Travel authorization: Sue Rauch, seminar, Utility District Elections, Sacramento, 6/22/77; Assessor and staff as required, multiple procedural and programming problems, Oroville, 6/21 to 7/2/77; Step increases: Janet Wells, Assessment Clerk, Range 17, Step 8 and Peter Wiedeman, Draftsman-Titleman, Range 24, Step C, both effective 7/1/77, approved on motion of Dalton, seconded by Clark.

Peter Artero, Road Commissioner, discussed road matters.

The Board acting as Board of Directors of the County Service Area 1-M (Don Pedro Sewer Zone #1) on motion of Dalton, seconded by Owings, passed and adopted Res. No. 77-1, Transfers by Object, $250.00.

The Board acting as Board of Directors of County Service Area 1-M (Mariposa Pines) took the following action: On motion of Owings, seconded by Clark, Transfers by Object from Sewer 150 - Repairs & Maintenance to Sewer 260 - Utilities, $250.00.

Res. 77-92, Transfers by Object, Road Department, passed and adopted on motion of Clark, seconded by Owings.

Transfers by Cost Center, Road Department, approved on motion of Clark, seconded by Owings.

John Thomson, Sanitarian reported on water problems in Yosemite West. County Counsel to notify condominium owners of their responsibility.

Bruce Jacobs, Planning Commission Chm., discussed recommended amendments to Ord. 429.

At 10:45 a.m. the bids for overlay material (paving) were opened and referred to Road Commissioner for recommendation.

Kenneth Cosby appeared on behalf of property owners residing on access road off Indian Peak Road in regard to naming said road. Letters were presented showing majority preference for the name of Bronco Hollow Lane; on motion of Owings, seconded by Walton, the name of Bronco Hollow Lane was accepted. Clerk to notify Eldon Bartholomew.

Letters having been presented showing majority of residents on access road off Highway 49 North (McCoon Development) prefer that the road be named French Camp Road, said name was accepted on motion of Walton, seconded by Owings. Clerk to notify Eldon Bartholomew.

Bill Snyder, Executive Secretary MCAG, gave a resume of the overview of planning regarding general update of the Master Plan for Mariposa County and various other matters.

The Board adjourned for lunch at 12:00 Noon and reconvened at 1:30 p.m. for regular business.

John Rotondo CETA Project Administrator and Civil Defense Director, discussed several matters.

John Pettine, Deputy District Director, Larry Weiman, Director, Dist.10, CALTRANS, and Miss Jean Walker, Highway Commissioner, presented the proposed work plan for the next six years.

Barbara Saye, Auditor, discussed budget matters.
On motion of Clark, Seconded by Walton, Auditor was directed to draw Warrants to
Angus C. Bullis, $4745.00 for painting Courthouse; to U. S. Post Office, $585.00, to postage
meter, for Assessor's Office; to Lon's Body Shop, $114.82, for replacing glass in Sheriff's
car.

Barbara Saye, Auditor, and Larry James, Building Inspector, and Jack Gould, Undersheriff, discussed budget matters.

On motion of Clark, seconded by Owings, the low bid of Flintkote Co. for overlay
(paving), was accepted, upon recommendation of the Road Commissioner. Clerk to notify all
bidders.

Peter Artero, Road Commissioner, discussed road funding.

On motion of Dalton, seconded by Walton, Sheriff was directed to develop policy
regarding overtime worked by Deputy Sheriffs.

On motion of Dalton, seconded by Owings, the house numbering jeep was assigned to
the Sheriff's Department for use at Lake McClure and Lake McSwain (Boat towing).

Res. 77-93, amending Res. No. 77-74, was passed and adopted, on motion of Clark,
seconded by Walton.

On motion of Dalton, seconded by Walton, monies granted from Revenue Sharing funds,
to Hospital, $25,000.00; balance towards financing of Sheriff's Department.

The combined Proposal of Bob's Electric and Bill Ellis Trenching Service for
Airport security lighting of $4745.45 was accepted, on motion of Clark, seconded by Walton.

Tax Refund No. 3, Wilbert A. Williams, $71.53, oversight, granted on motion of
Clark, seconded by Walton.

On motion of Clark, seconded by Owings, the Chairman was authorized to sign
Memorandum of Understanding with Duncan & Jones, Planning Consultants, for study regarding
Planning Commission functions.

On motion of Walton, seconded by Clark, H. Forbes Simpson was reappointed to the
Parks and Recreation Commission, Dist. 4, for four year period effective 6/21/77, term to
expire May 10, 1981.

On motion of Walton, seconded by Clark, reading of Ord. 457, Parking Limitations,
was waived. On motion of Walton, seconded by Clark, Ord. 457 was passed and adopted to be
effective immediately.

On motion of Clark, seconded by Walton, Ord. 458, amending Ord. 345 and 433,
regarding waiver of fees pursuant to H. & S. Code Sect. 1523, presented.

On motion of Dalton, seconded by Clark, Walter C. Runyan was appointed to the
Assessment Appeal Board for the unexpired term of Chas. Shirley, Alternate, First Monday
in June 1979. Supervisor Dalton stated that he felt Mr. Runyan to be a person whom he had
reason to believe was possessed of competent knowledge of property appraisal and taxation
pursuant to R & T Code, section 1624.

Travel authorization for County Counsel, Neil B. Van Winkle, re litigation, Los Angeles, 7/13-14/77, and continued authorization for any further necessary court
appearances was approved on motion of Clark, seconded by Walton.

On motion of Walton, seconded by Clark, Supervisor Dalton authorized to have
CH2M Hill open communications with EDA in Fresno to proceed with Coulterville Water grant
application.

There being no further business the Board of Supervisors adjourned at 8:10 p.m.
to meet again in regular session, Tuesday, June 28, 1977, at 9:00 a.m.

ATTEST:

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

This memorandum is intended to serve as a Memorandum of Understanding between Duncan & Jones (D & J) and the County of Mariposa (County). Its purpose is to formalize our relationship and to clarify the nature of the work we are authorized to undertake and the means of compensation. This agreement is consistent with the letter of proposal submitted by our firm to the Mariposa County Planning Commission, on the basis of which the Board of Supervisors of Mariposa County acted to retain Duncan & Jones, (Resolution dated June 7, 1977).

1. D & J will perform tasks, prepare products and attend meetings to assist County in the organization of its planning procedures as follows:
   a) Analyze existing procedures used in office administration, development application processing, and in the conduct of Planning Commission meetings.
   b) Attend a minimum of four Planning Commission meetings to provide guidance or advice when requested on substantive and procedural matters.
   c) Propose revisions to existing procedures used in office administration, development application processing, and in the conduct of Planning Commission meetings.
   d) Identify the specific tasks to be undertaken by the full-time County Planner/Grantsman and the qualifications, expertise, and personal characteristics the position demands.
   e) Prepare the job specifications for the position of the County Planner, and prepare recommendations on publishing the announcement of the job opening, and define the procedures and criteria to be followed in the personnel selection procedure.
f) Meet with the Planning Commission and Board of Supervisors to provide them with preliminary evaluations and recommendations on planning procedures and to elicit their reaction and comment.

g) Prepare written materials containing our recommendations for submission to the Planning Commission and Board of Supervisors.

2. D & J will spend not less than twelve (12) days nor more than eighteen (18) days in Mariposa County working on the substantive elements of the program.

3. D & J will commence work no later than June 5, 1977 and will complete its work no later than August 31, 1977. Both the County and D & J recognize that time is of the essence in the performance of work under the Agreement.

4. The County, upon receipt of a statement of charges, will compensate D & J a total fee for partners' time not to exceed $3,600, at a rate of $150 per day, or $20 per hour for fractions of a day. Typists' time will be charged at $8 per hour, and expenses will be charged on a reimbursable basis, as follows: Automobile usage at 15 cents per mile, with all other expenses attributable to the project charged at actual invoiced cost, with per diem expenses not to exceed $25.

5. The County will compensate D & J upon receipt of an itemized statement of charges according to the following schedule:
   a) Thirty (30) days following the date of official retention; and
   b) Upon submission of the written recommendations.

6. Should the County at any time wish to stop work on the program, and if the County provides written notification to D & J to stop all further work, D & J will submit an invoice to the County for an amount which represents the value of services actually performed to the date of receipt of notification, and the County shall pay the amount due.

The above procedures and terms are acceptable.

For the County of Mariposa

Signed

FRANK L. LONG, Chairman
Title Board of Supervisors
Date June 21, 1977

For Duncan & Jones

Signed

Title Partner
Date June 14/77
The Board of Supervisors of the County of Mariposa met this 28th day of June, 1977, with Supervisors, Clark, Long, Owings and Walton present. Supervisor Dalton excused until 10:00 a.m.

Barbara Saye, Auditor, appeared on budget matters.


On motion of Walton, seconded by Owings, the proposal from Estate of Pearl Crandall, was accepted on the terms of the promissory note and Deed of Trust in the amount of $3608.11.

Res. 77-95, budget transfers and appropriations, was passed and adopted, on motion of Clark, seconded by Walton.

On motion of Clark, seconded by Walton, the bill from Gary Foss was approved. On motion of Walton, seconded by Clark, the Auditor was authorized to draw a warrant to Gary Foss, Personnel Consultant, $82.50, providing new class specifications for new positions and analyzing proper setting of salaries for these positions.

On motion of Walton, seconded by Owings, the Board approved the present policy of paying full medical benefits for employees under Cal Western Insurance.

Stephen F. Dunbar, Assessor, authorized to provide National Park Service, Washington, D.C. with dollar amount of taxes levied on parcels acquired by National Park Service, the year prior to their purchase, on motion of Clark, seconded by Owings.

On motion of Walton, seconded by Clark, the second reading of Ord. 458 was waived. Ord. 458 was passed and adopted, having been previously presented.

On motion of Clark, seconded by Walton, the Chairman was authorized to sign receipt for property purchased at Tax Sale, Lot 1 of Yosemite West Subdivision, Unit No. 1. On motion of Walton, seconded by Clark, Res. 77-96, accepting Lot 1 of Yosemite West Subdivision, Unit No. 1, was passed and adopted.

Res. 77-97 was passed and adopted, authorizing Neil B. Van Winkle in his capacity as Administrative Assistant to the Board to commence and defend actions on behalf of the County of Mariposa in Small Claims Court.

The Minutes of June 21, 1977 were approved as published.

Travel authorization: Ruby Benedict, County Counsel's Secretary, Seminar re campaign reporting provisions of law, Sacramento, 7/7/77; Civil Defense Director, Conference, Calif. Dept. of Water Resources and OES, Concord, 7/25/77; Glen Power, Veterans Service Officer, meeting, Employment Dev. Dept., review Vietnam Veterans Employment, Merced, 7/13/77; Lois Lewis, Welfare Director, Director's meeting - San Joaquin Valley Counties, 6/20/77 (nunc pro tunc), Fresno; Chairman authorized to sign Res. 77-98, expressing Board's intent to continue the Cooperative Agreement between the County and Calif. Dept. of Forestry for fire protection services, passed and adopted, on motion of Dalton, seconded by Walton.

Planning Commission Chairman, Bruce Jacobs, discussed recommendations as to access across Federal Lands to subdivisions. The recommendation of the Planning Commission not to approve subdivisions with inadequate access, was approved, on motion of Walton, seconded by Clark.

Public Hearing on Land Division Application No. 576, Johnnie Alves, was heard on the record and closed. On motion of Walton, seconded by Owings, the Board of Supervisors upheld the Planning Commission denial of Land Division Application No. 576 and adopted in said denial the findings of the Planning Commission as set out in the Planning Commission findings dated May 19, 1977, and further adopted the additional findings that the applicant had failed to comply with Sections 4.3(b), 4.3(1a), 4.4J(2a), and 4.4J(2b) of Ordinance No. 429. The matter was referred back to the Planning Commission for reconsideration by the Planning Commission under the same application number with a requirement that no additional fees be paid by applicant subject to the applicant submitting to the Planning
Commission a new proposed tentative map.

The Board adjourned for lunch at 12:30 p.m. and reconvened at 1:45 p.m.

Art Minler, Taxpayers Association Representative, discussed supervisors' salary and possible referendum. On motion of Walton, seconded by Dalton, the Chairman polled the Board regarding contacts re supervisors' salary adjustment.

Glen Power, Senior Assistance Director, discussed ATAAP budget. On motion of Clark, seconded by Walton, Chairman was authorized to sign the ATAAP Direct Service Grants.

C. I. Wright, Charles Jamgotchian, Stewart S. Cramer, Gerald R. Wooden and Andrew Carisio appeared for interviews regarding appointment to at-large position on Planning Commission.

Ord. No. 459, establishing prevention and control of pyrotechnics, was passed and adopted as an emergency ordinance, on motion of Walton, seconded by Owings.

Upon recommendation of the Assessment Appeal Board, revised assessment appeal forms were approved, on motion of Clark, seconded by Dalton.

On motion of Walton, seconded by Clark, Res. 77-99 was passed and adopted, authorizing the Chairman to sign the Lease Agreement with 35-A Dist for Farm Advisor's space.

Barbara Saye, Auditor, discussed budget matters.

County to contract with Lorenzi-Masasso Insurance Agency, for up to $1,000,000.00 general liability, for $113,000.00, on motion of Walton, seconded by Owings. County to contract with Lorenzi-masasso Insurance Agency, for errors and omissions liability up to $300,000.00 for $9,925.00, on motion of Dalton, seconded by Walton. County Counsel instructed to proceed with investigation regarding insurance and report back in two weeks.

On motion of Walton, seconded by Dalton to adopt the 1977-78 preliminary budget; vote withheld for discussion.

The Board adjourned for dinner at 5:45 p.m. and reconvened at 7:00 p.m.

On motion of Walton, seconded by Owings, the Board convened in executive session on personnel and legal matters and reconvened in regular session at 8:40 p.m.

Res. 77-100, adopting 1977-78 preliminary budget, was passed and adopted, motion having been previously made by Walton, seconded by Dalton.

On motion of Clark, seconded by Walton, Gerald R. Wooden was appointed at-large member, Dist. 4, to Planning Commission for the unexpired term of Hal Locke. Clerk to notify Mr. Wooden and all other applicants.

The Board meeting as the Board of Directors of Coulterville County Service Area No. 1, on motion of Owings, seconded by Clark, authorized Supervisor Dalton to pursue negotiations in association with Orin Bennett, CH2M Hill, for purchase of the Historical Narrative of Coulterville, without copyright, from Ann S. Peak & Associates, Consulting Archeology and to prepare contract on behalf of the County; copyright to be purchased by the Coulterville Community Club.

Letters were presented showing majority of property owners on access road off Dexter Road, (appearing to surround an old air strip) request the road be named Pine Lake Drive, said name was accepted on motion of Dalton, seconded by Walton. Clerk to notify Eldon Bartholomew.

On motion of Walton, seconded by Owings, and upon recommendation of Lois Lewis, Chairperson for Coordinating Council of Developmental Disabilities Board, Mrs. Verna Clark is appointed to the Sequoia Area VIII Board, Development Disabilities Program, and Angus Bullis is appointed Alternate member, terms to be effective June 28, 1977 to Dec. 31, 1979. Clerk to notify all parties involved.

On motion of Owings, seconded by Walton, Supervisors Dalton and Clark authorized to supervise and direct the Manpower crew for work on County buildings and grounds, Fire Dept. buildings and grounds, Community Club buildings and grounds, Library buildings and grounds, county Parks, streams, county street signs, county streets and roadways, parking areas, cemeteries and development of emergency water supplies (fire), as long as the crew is available.
County Counsel, Neil Van Winkle, and Supervisor Owings are excused from attending the meeting on July 19, 1977 and authorized to travel to Washington, D.C., 7/19-22/77, to confer with government officials.

There being no further business, the Board adjourned at 10:20 p.m to meet again in regular session Tuesday, July 5, 1977 at 9:00 a.m.

FRANK L. LONG, Chairman

ELLEN BRONSON, County Clerk and Ex-officio Clerk of the Board.
MARIPOSA COUNTY
SENIOR ASSISTANCE PROGRAM

HEALTH & WELFARE BUILDING
HWY. 49 NEAR JCT. HWY. 140

GLEN R. POWER, Director
Phone Mariposa (209) 966-5315

Post Office Box 774
Mariposa, California 95338

MARIPOSA COUNTY SENIOR ASSISTANCE PROGRAM

ADMINISTRATION

1. Organization of Applicant Agency:

   a. The Mariposa County Senior Assistance Program was put into actual
      operation on April 1, 1975, after much ground work by ATAAP. The Mariposa
      County Board of Supervisors is the governing body of the program.

      The main source of financial support is a grant, made possible by
      ATAAP through the Older Americans Act of 1965. This provides up to 75%
      funding. The balance is contributed by Mariposa County and income from
      donations by passengers of the bus.

   b. The Senior Citizens Transportation Bus was put into operation on
      June 1, 1975. Since that time we've had a steady increase in Senior Citizens
      participation.

      We are in the process of reorganizing our Advisory Council. There
      will be 5 members on the council, one from each supervisory district in
      the county. The council will meet bi-monthly.

      We feel we have accomplished our purpose in that we have established
      an Information & Referral Service, an Outreach Program, a Telephone Reassurance
      Program in conjunction with helping the Seniors of Mariposa County with
      shopping, medical appointments and most important, ending their isolation
      and dependence on relatives or friends for transportation. It is making them
      feel independent again.

2. Program Director:

   a. The Program Director administers all functions of the program;
      supervises the driver, telephone receptionist, and volunteer workers. He
      has made changes in the bus schedules to better serve the needs of the
      seniors, such as increasing the number of trips a month to Merced and Sonora.
      The Program Director reports to the Board of Supervisors.

   b. Minimum qualifications for the Program Director would be 1 years'
      work experience in a similar program, a two week training program instructed
      by knowledgeable persons from ATAAP and the ability to work closely with Older
      Americans.
3. Project Personnel:

   a. Project personnel include a Project Director, a Bus Driver, and a Telephone Receptionist.

   The Project Director administers all functions of the program, supervises the driver, telephone receptionist and volunteer workers. He completes the Monthly Report of Expenditures, approves the I & R Monthly Reports, keeps close checks on budget expenditures.

   The Bus Driver is responsible for safe and timely completion of the schedule established throughout the county. She is responsible for keeping time schedules for pick-ups and delivery of persons and packages at their destination. She has knowledge of the Program's services and advertises such to her passengers.

   The Telephone Receptionist is responsible for screening all calls, scheduling of bus reservations, handling information and referral calls and the completion of office reports. Must have a good understanding of all programs and services offered to the seniors, so that she can carry on in the absence of the Project Director.

   All personnel in the project have frequent meetings to discuss ways to improve the services of the Project.

4. Agencies:

   a. Board of Supervisors have a vital interest in the Senior Citizens of Mariposa County. They have reviewed the Application and by their signature give official sanction to this Project.

   The Mother Lode Senior Citizens Club which has a membership of approx. 150, fully approves of the Senior Assistance Project, and works with us to find persons who really need our services.

   The Mariposa County Chamber of Commerce which is interested in the welfare of all its citizens, approves of the services and programs of this project.

   The Health & Welfare Departments refer persons to our project.

   b. We are conferring with the Golden Harvest Program for surplus food distribution to seniors in Mariposa County and also with the Merced County Community Action Agency to see about their assisting in a Nutrition Program for seniors in this community.
June 22, 1977

Chairman
Board of Supervisors
Mariposa County
County Courthouse
Mariposa, California 95338

Dear Mr. Chairman:

Enclosed is the Mariposa County Senior Assistance Program budget for your signature.

It is almost a duplicate of last year's, with the county contributing 25% of the costs of the program. The cost to the County will be covered primarily thru In-Kind contributions, with an overall cash contribution of under $500.00 to the County.

We will be going into the 3rd year of operation, which usually calls for a 50% contribution; however, due to the fact that Mariposa County has no other ATAAP funded programs going at this time, it is the feeling of Supervisor Clark and myself that we can remain at the 25% level.

Action on this proposal will take place at the ATAAP Executive Board Meeting in mid-July, with Supervisor Clark in attendance. We will not know until that time as to whether or not the County contribution will officially remain at 25% of operational costs.

Thank you.

Sincerely,

Glen R. Power
Program Administrator

GRF/bjf
Enclosure
SUGGESTED GUIDE
for
PREPARATION AND SUBMISSION
of
under Title III of the
OLDER AMERICANS ACT
for
DIRECT SERVICE GRANTS

Fiscal Year 1976/77

ATAAP
(Area Technical Agency for Aging Programs)
1100 Kansas Avenue, Suite E
Modesto, CA 95351

NO LESS THAN EIGHT (8) COPIES OF A SUBMITTED PROPOSAL SHALL BE ACCEPTED
### DIRECT SERVICE GRANTS

#### I. GENERAL INFORMATION

**Name of Proposed Project:**
Mariposa County Senior Assistance Program

**Name, address and phone number of applicant organization:**
Mariposa County
Mariposa, California 95338
(209) 966-5315

**Address at which proposed project will be conducted (Street, City, County(s))**
12th and Bullion Sts.
Mariposa, California 95338

**Type of Proposed Project:**
- [X] Information & Referral
- [ ] Transportation
- [X] Outreach
- [X] Escort
- [ ] Other (Specify)

**Name of Project Director, Supervisor or Coordinator:**
Glen R. Power
Project Director

**Proposed Project Period:**
Beginning: No. 8, Day 1, Year 77
Ending: No. 0, Day 30, Year 78

**Project year for which funds are herein requested:**
Beginning: No. 8, Day 1, Year 77
Ending: No. 0, Day 30, Year 78

### II. COMPUTATION OF FUNDS REQUESTED

<table>
<thead>
<tr>
<th>Description</th>
<th>Project Year for which funds are requested</th>
<th>Subsequent Project Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. ESTIMATED TOTAL COST (Totals from Sec. III)</td>
<td>$13,660.00</td>
<td>$13,660.00</td>
</tr>
<tr>
<td>B. LESS ESTIMATED PROJECT INCOME (Totals from Sec. IV)</td>
<td>1,000.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>C. ESTIMATED NET COST (Subtract B from A)</td>
<td>12,660.00</td>
<td>12,660.00</td>
</tr>
<tr>
<td>D. LESS APPLICANT’S PROPOSED CONTRIBUTION (Totals from Sec. IV)</td>
<td>3,310.00</td>
<td>3,310.00</td>
</tr>
<tr>
<td>E. AMOUNT REQUESTED (Subtract D from C)</td>
<td>$9,350.00</td>
<td>$9,350.00</td>
</tr>
</tbody>
</table>

### TERMS AND CONDITIONS:

It is understood and agreed by the undersigned that: 1) funds granted as a result of this request are to be expended for the purposes set forth herein and in accordance with all applicable laws, regulations, policies and procedures of this Area Agency on Aging, State of California Office on Aging and the Administration on Aging of the U.S. Department of Health, Education, and Welfare; 2) any proposal changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by this Area Agency on Aging shall be deemed incorporated into and become a part of this agreement; 3) the attached Assurance of Compliance (Form AOA-441) with the Department of Health, Education, and Welfare Regulation issued pursuant to Title VI of the Civil Rights Act of 1964 applies to this proposal as approved; and 4) funds awarded by this Area Agency on Aging may be terminated at any time for violations of any terms and requirements of this agreement.

Name and title of individual authorized to commit applicant organization to this agreement.

Frank Long, Jr.
(Please Type or Print Name)

ATAAP Form No. 13H

Chairman, Board of Supervisors
Mariposa (Title) County
6-28-77

(Signature)
### III. ESTIMATED PROGRAM BUDGET

<table>
<thead>
<tr>
<th>COST CATEGORIES</th>
<th>FEDERAL SHARE</th>
<th>Cash/or In-kind Match</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PERSONNEL (Itemize)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TRAVEL Administrator</td>
<td>300.00</td>
<td></td>
<td>300.00</td>
</tr>
<tr>
<td>Gas, Oil, Tires, Mech. Adj.</td>
<td>2300.00</td>
<td></td>
<td>2300.00</td>
</tr>
<tr>
<td><strong>BUILDING SPACE</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental</td>
<td>750.00</td>
<td></td>
<td>750.00</td>
</tr>
<tr>
<td><strong>COMMUNICATIONS AND UTILITIES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental</td>
<td>650.00</td>
<td></td>
<td>650.00</td>
</tr>
<tr>
<td><strong>PRINTING AND SUPPLIES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Printing and Supplies</td>
<td>200.00</td>
<td></td>
<td>200.00</td>
</tr>
<tr>
<td><strong>EQUIPMENT (Itemize)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchase Adding Machine</td>
<td>150.00</td>
<td></td>
<td>150.00</td>
</tr>
<tr>
<td>Purchase Filing Cabinets</td>
<td>200.00</td>
<td></td>
<td>200.00</td>
</tr>
<tr>
<td>Service contracts on:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Copier and typewriter</td>
<td>150.00</td>
<td></td>
<td>150.00</td>
</tr>
<tr>
<td>Van Storage</td>
<td>360.00</td>
<td></td>
<td>360.00</td>
</tr>
<tr>
<td>Office Equipment Rental</td>
<td>480.00</td>
<td></td>
<td>480.00</td>
</tr>
<tr>
<td><strong>OTHER (Itemize)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Volunteers</td>
<td></td>
<td>1000.00</td>
<td>1000.00</td>
</tr>
<tr>
<td>Audit</td>
<td>100.00</td>
<td></td>
<td>100.00</td>
</tr>
<tr>
<td>Liability Insurance</td>
<td>600.00</td>
<td></td>
<td>600.00</td>
</tr>
<tr>
<td>Auditor's Audit Charge</td>
<td></td>
<td>300.00</td>
<td>300.00</td>
</tr>
<tr>
<td>Program Administration Cost</td>
<td>5500.00</td>
<td></td>
<td>5500.00</td>
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<tr>
<td>Misc. Office Expense</td>
<td>200.00</td>
<td></td>
<td>200.00</td>
</tr>
<tr>
<td>County Cash Contribution</td>
<td>420.00</td>
<td></td>
<td>420.00</td>
</tr>
<tr>
<td><strong>TOTAL COST</strong></td>
<td>3310.00</td>
<td></td>
<td>13,660.00</td>
</tr>
<tr>
<td><strong>LESS PROJECT INCOME</strong></td>
<td></td>
<td>1,000.00</td>
<td></td>
</tr>
<tr>
<td><strong>NET COST</strong></td>
<td></td>
<td>12,660.00</td>
<td></td>
</tr>
<tr>
<td>Less Inkind</td>
<td>$ 3310.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>FEDERAL FUNDS REQUESTED FROM</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ATAAP</td>
<td>$ 9350.00</td>
<td></td>
<td>$ 9,350.00</td>
</tr>
</tbody>
</table>

ATAAP Form No. 139
IV. ESTIMATED CONTRIBUTION OF GRANTS

<table>
<thead>
<tr>
<th>SOURCE (Itemize)</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. CASH</td>
<td>$420.00</td>
</tr>
<tr>
<td>PART A. SUB-TOTAL</td>
<td>$420.00</td>
</tr>
<tr>
<td>B. IN-KIND RESOURCES</td>
<td></td>
</tr>
<tr>
<td>Building Space Rental</td>
<td>750.00</td>
</tr>
<tr>
<td>Van Storage</td>
<td>360.00</td>
</tr>
<tr>
<td>Office Equipment Rental</td>
<td>480.00</td>
</tr>
<tr>
<td>Auditor's Audit Charge</td>
<td>300.00</td>
</tr>
<tr>
<td>Volunteer Service (400 hrs. @ 2.50 per hour)</td>
<td>1000.00</td>
</tr>
<tr>
<td>PART B. SUB-TOTAL</td>
<td>$2890.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$3310.00</td>
</tr>
</tbody>
</table>

V. ESTIMATED INCOME

<table>
<thead>
<tr>
<th>SOURCE (Itemize)</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transportation 4000 Trips @ .25 each</td>
<td>$1000.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$1000.00</td>
</tr>
</tbody>
</table>
SECTION VI. ESTIMATED PROGRAM OUTPUT

(Complete as applicable.)

1. Unduplicated number of older persons to be served directly ...... 2000
2. Unduplicated number of low income older persons to be served .. 1000
3. Unduplicated number of older volunteers to serve project ...... 18
4. Unduplicated number of older persons to be reached through mass media .......................................................... 2000
5. Geographic location of project (check One) X Rural ___ Urban

6. Services to be provided through ___ Senior Center ___ Day Care Center
   Other (Specify) ___ Mobile Operation

7. Direct service activities:

<table>
<thead>
<tr>
<th>Service or Activity</th>
<th>Number of older persons to be served</th>
</tr>
</thead>
<tbody>
<tr>
<td>Information and Referral.</td>
<td>2000</td>
</tr>
<tr>
<td>Transportation ..........</td>
<td>2000</td>
</tr>
<tr>
<td>Outreach ..................</td>
<td>2000</td>
</tr>
<tr>
<td>Escort ...................</td>
<td>2000</td>
</tr>
<tr>
<td>Other (Specify) ...........</td>
<td></td>
</tr>
</tbody>
</table>

8. Training of special personnel:

<table>
<thead>
<tr>
<th>Number of OLDER persons to be trained ..............</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of OTHER persons to be trained ..............</td>
<td>N/A</td>
</tr>
<tr>
<td>Total hours of course length .......................</td>
<td>N/A</td>
</tr>
<tr>
<td>Specific occupation or activity for which persons are to be trained........</td>
<td>N/A</td>
</tr>
</tbody>
</table>

9. Community Planning and Coordination:

<table>
<thead>
<tr>
<th>Area to be served by Project Activity:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Neighborhood(s) Only</td>
</tr>
<tr>
<td>City wide</td>
</tr>
<tr>
<td>County wide</td>
</tr>
<tr>
<td>Area wide (Multi-county)</td>
</tr>
</tbody>
</table>

X County wide

Estimated number of older persons (60 and over) located in Project area 2000

10. Target groups of project:

<table>
<thead>
<tr>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black</td>
</tr>
<tr>
<td>American Indian</td>
</tr>
<tr>
<td>Spanish Surname</td>
</tr>
<tr>
<td>All other ......</td>
</tr>
</tbody>
</table>

NOTE: Sections VII, VIII, IX, and X should be completed according to the instructions and attached to this form prior to submittal to the Area Agency.
ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF
HEALTH, EDUCATION, AND WELFARE REGULATION UNDER
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

MARIPOSA COUNTY SENIOR ASSISTANCE PROGRAM

(Name of Subgrantee or Secondary Recipient)

[herein after called the "Subgrantee"] HEREBY AGREES THAT it will comply
with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all
requirements imposed by or pursuant to the Regulation of the Department
of Health, Education and Welfare (45 CFR Part 80) issued pursuant to
that title, to the end that, in accordance with Title VI of that Act
and the Regulation, no person in the United States shall, on the
ground of race, color, or national origin, be excluded from participa-
in, be denied the benefits of, or be otherwise subjected to
discrimination under any program or activity for which the Subgrantee
receives Federal financial assistance from _AREA TECHNICAL AGENCY_
ON AGING PROGRAMS, a recipient of Federal

(Name of Grantor)

financial assistance from the Department [hereinafter called "Grantor"]; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures
necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with
the aid of Federal financial assistance extended to the Subgrantee by
the Grantor, this assurance shall obligate the Subgrantee, or in the
case of any transfer of such property, any transferee, for the period
during which the real property or structure is used for a purpose for
which the Federal financial assistance is extended or for another purpose
involving the provision of similar services or benefits. If any personal
property is so provided, this assurance shall obligate the Subgrantee for
the period during which it retains ownership or possession of the property.
In all other cases, this assurance shall obligate the Subgrantee for the
period during which the Federal financial assistance is extended to it
by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of
obtaining any and all Federal grants, loans, contracts, property, dis-
counts or other Federal financial assistance extended after the date
hereof to the Subgrantee by the Grantor, including installment payments
after such date on account of applications for Federal financial assist-ance which were approved before such date. The Subgrantee recognizes
and agrees that such Federal financial assistance will be extended in
reliance on the representations and agreements made in this assurance,

AoA Form 441 (To be completed by applicant for any grant from ATAAP
designated to implement the Older Americans Act. Where provision of
facilities is involved, HEM Form 441 is to be executed.)
and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subgrantee, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Subgrantee.

Dated: June 28, 1977

MARIPOSA COUNTY BOARD OF SUPERVISORS
(Subgrantee)

By: (President, Chairman of Board, or comparable authorized official)

COUNTY COURTHOUSE

MARIPOSA, CALIFORNIA 95338
(Recipient's Mailing Address)

CHAIRMAN, BOARD OF SUPERVISORS OF MARIPOSA COUNTY
Title
MARIPOSA COUNTY
SENIOR ASSISTANCE PROGRAM

Mariposa County
Board of Supervisors

Advisory Council

Project Director

Bus Driver

Telephone Receptionist
June 10, 1977

MARIPOSA COUNTY SENIOR ASSISTANCE PROGRAM

MONTHLY TRIP SCHEDULE

Enclosed is a schedule of our daily routes throughout Mariposa County and to Merced and Sonora.

In addition to the daily routes, we try to service all requests within a 5-mile radius of Mariposa during the day when the bus is in town.

Grocery deliveries, meal deliveries, prescription deliveries are also handled by our van.

Our Outreach Program is also designed to the use of the van.

We feel that it is just as important to move one Senior Citizen many miles to his destination when there is no means of public transportation, as it is to move many people a short distance in more populated areas with many modes of public transportation, even though it makes the average cost per trip more expensive.
ATTENTION: SENIOR CITIZENS

60 AND OVER

THE MARIPOSA COUNTY SENIOR ASSISTANCE TRANSPORTATION BUS IS WAITING TO GIVE YOU A LIFT. THIS IS A DOORSTEP TO DOORSTEP SERVICE.

THIS TRANSPORTATION SERVICE IS FREE TO ALL SENIOR CITIZENS. WE HAVE A DONATION BOX IN THE BUS FOR THOSE WHO CARE TO DONATE TO OFFSET THE OPERATIONAL EXPENSES.

THE SCHEDULE IS AS FOLLOWS:

MONDAY - CATHEYS VALLEY, HERITAGE AND MICHOLLER PRECINCTS.

TUESDAY - FIRST TUESDAY WE SERVICE COULTERVILLE, BULL CREEK AND RED CLOUD PRECINCTS.

ALL OTHER TUESDAYS THE BUS GOES TO SOLOMA. COULTERVILLE, GREENLEY HILL RESIDENTS HAVE PREFERENCE.

WEDNESDAY - MIDPINES, EL PORTAL, YOSEMITE EAST AND WEST, INDIAN PEAK, CHOWCHILLA, LARRAH AND WANAMA PRECINCTS.

THURSDAY - HEAR VALLEY, OAKVALE, MARIPOSA AND PRINCETON PRECINCTS.

FRIDAY - EVERY FRIDAY, THE BUS GOES TO MERCED.

RESERVATIONS SHOULD BE MADE AT LEAST THE DAY BEFORE YOU WANT TO GO.

THE MARIPOSA COUNTY SENIOR ASSISTANCE OFFICE IS OPEN MONDAY THRU FRIDAY, FROM 8 A.M. TO 5 P.M. SEE OUR SENIOR CITIZENS' COLUMN EACH WEEK IN THE MARIPOSA GAZETTE.

PLEASE CALL THE SENIOR ASSISTANCE OFFICE (966-3315) FOR RESERVATIONS, INFORMATION AND REFERRAL, AND FOR INFORMATION ON THE OTHER SERVICES WE PROVIDE.

JUST CALL - WE'LL HAUL - YOU ALL!
5. Public Information:

a. The Project proposes to inform the public and potential beneficiaries about project activities by listing information about its services in the weekly newspaper, the Mariposa Gazette, and by mailing out flyers in a timely manner to different areas of Mariposa in order to inform all citizens of the Project's services; contacts are also made at Senior Citizens meetings and by word of mouth.

b. We are constantly working on expanding our Outreach Program. Presently, we do outreach when our time and workload permits. We hope eventually to set up a regular schedule of outreach so that we can reach all of the isolated homebound.

c. All businesses and county agencies are to be informed of the Project activities by press releases, personal contact, posters around town and by flyers, to keep them up to date. The feedback we receive on the project and its services will be very beneficial.

6. Board of Directors:

The Board of Directors for Mariposa County is their County Board of Supervisors. It is made up of 5 representatives (elected officials), one Supervisor from each of the five supervisoral districts.

7. Advisory Committee:

We are presently in the process of reorganizing our Advisory Council. It will be comprised of 5 members, 100% of which are potential consumers of our project activities. There will be one member from each supervisoral district.

The Advisory Council will be set up to discuss and comment on the Senior Assistance Program, make suggestions and inform the Project Director of the needs of Senior Citizens and the Council is responsible for keeping government offices within Mariposa County aware of activities of the aging.
8. Project Evaluation:

   a. The Project staff will discuss and speak to Senior Citizens Groups and have personal conversations with Seniors to find out their feelings about the program.

   b. Continuous evaluations are on-going in the form of comments from the Senior Citizens of Mariposa to the Board of Supervisors.

9. Local Financial Support:

   Not applicable except for the contributions to the donation box in the Senior Citizens Transportation Bus.

10. Timetable for completion of major objectives:

    Continued on-going throughout the year.

11. Service Area:

    Our service area includes a county-wide rural area composed of over half of the population more than 5 miles from needed services.

12. Characteristics of the Aged:

    Approximately 2,000 Senior Citizens are to be served, at least half in the $200-$300/ per month income level, 90% Caucasian, 15% Indian, and 5% other.

13. Description of Activities:

    Information & Referral: provides a means by which persons with a problem can be helped to find the person or agency that can help them with their problem. Provides information about services provided by the Senior Assistance Program and the Community.

    Senior Citizens Transportation Bus: provides door-to-door transportation to and from anywhere in the county. The passengers are taken to each place they need to go. The Bus travels to Merced 4 times a month and to Sonora 3 times a month to provide Seniors with transportation to specialists, friends, etc.
Outreach: service by which we locate older persons who are isolated, lonely or require services, but don't know how to find them. We let these people know of the services we offer and help them with their problems, and end their isolation.

Escort: although not a constant function, there areoccasions which require escort services to insure that the older person gets the necessary services he is after or help with shopping, etc.

Grocery Pick-Up: Pick up and delivery of a paid grocery order to a persons house. Very helpful to the homebound.

Paying of Bills: provides the older person with a means to pay their bills. We pick up the money and the bills and pay them, get a receipt, and return the receipt at a later time.

Telephone Reassurance: calls are made into the office by lonely Seniors or the office will call persons who are alone or ill and give them the assurance that someone cares.

Miscellaneous services provided:

Fishing Licenses for persons 62 and over are filled out and mailed for Senior Citizens.

Provide help with filling out tax forms, SSI (Supplemental Security Income) forms, help make appointments for doctors, etc.

Meal Delivery: if a person wants to set up an account with a restaurant, we will pick up and deliver the hot meal to their home.

a. The needs, interests and wishes of older persons are brought to the attention of the governing body and staff through personal contact by the Seniors to the Project Staff, through meetings of Seniors (Senior Citizens Clubs, etc.) and by a yearly public forum for Senior Citizens held by ATAAP.

b. The only requirement which must be met before an older person may participate in or benefit from the proposed program is that the person must be 60 years of age or older.
c. No one is denied service unless they are under 60 years of age.

d. Staff organization and responsibilities are as follows:

The Project Director:

1. Outreach services
2. Information & Referral
3. Substitute bus driver
4. Supervises every aspect of the Project

The Bus Driver:

1. Transportation of persons on a timely basis, keeping schedules
2. Delivery of grocery orders
3. Paying of bills for seniors
4. Delivery of hot meals
5. Escort Services when required
6. Outreach services when time permits

The Telephone Receptionist:

1. Scheduling of bus reservations
2. Information & Referral
3. Telephone Reassurance
4. Over the phone outreach services
5. Timely completion of reports
6. Help with Property Tax and Renters credits for Elderly

The Senior Assistance Program office is located at the corner of 12th and Bullion Streets, Mariposa, California 95338. All health, fire, safety and sanitation codes have been met as set forth in regulations for office buildings within city limits.

f. The bus maintenance schedule is set forth in Vehicle Maintenance book given with the vehicle. Maintenance is on-going throughout the year.

g. Liability insurance:

1. Workman's compensation is provided to all staff by the State through the county.
2. We have public liability insurance of $500,000 for our project site.
3. All volunteer or staff personal vehicles have insurance of $15,000/$30,000 for Public Liability and $5,000 Property Damage.

4. We have continuous insurance through the county insurance program for our Senior Citizens Bus.
EXPLANATION OF PROGRAM OBJECTIVES  
(Complete One Set for Each Objective)

**Statement of Objective (1)**:
To increase transportation services to the Seniors within Mariposa County by 15% of those now served by July, 1978.

To provide:  
A. Information and Referral in conjunction with transportation.
B. Outreach in conjunction with transportation.

**Rationale for Selecting Objective**:  
We are now serving 20% of the Seniors in Mariposa County. Our goal is to increase our service to another 15% of those presently served. Information and Referral service will be available to recipients of the transportation system, as well as Outreach services.

**Expected Impact of Objective (Set forth, if applicable, expected impact on specific needs of older persons, including total numbers of older persons, and number of low income and minority older persons to benefit)**:  
Will increase visibility, coordination, and communication of seniors with local agencies, merchants, medical facilities, etc., with over half of the seniors served being in the low-income bracket.

Information & Referral and Outreach are included under Transportation as it is the purpose of the program to coordinate all these services through the transportation program. This program is on-going and proving to be very successful.

**Agencies Involved**:  
Chamber of Commerce, Mariposa County Health and Welfare Agency, Assessors Office, local Doctors and Hospital, local merchants, etc.

**Geographic Area Affected (Identify specific area within planning and service area)**:  
Mariposa County
**MAJOR ACTION STEPS TO ACHIEVE OBJECTIVE (#)**

<table>
<thead>
<tr>
<th>MAJOR ACTION STEPS</th>
<th>STAFF POSITION(S) WITH KEY RESPONSIBILITY FOR STEP</th>
<th>ESTIMATED DATE OF COMPLETION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transportation: A. Information &amp; Referral</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Outreach</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>OBJECTIVE (#1) STEP 1</strong></td>
<td>Director</td>
<td>On-going</td>
</tr>
<tr>
<td>Cooperation with local agencies: ie</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Chamber of Commerce</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Health &amp; Welfare Dept.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Hospital and Doctors</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>OBJECTIVE (#1) STEP 2</strong></td>
<td>Director</td>
<td>On-going</td>
</tr>
<tr>
<td>Add publicity. Make and distribute posters. Meet with various clubs and business groups. Additional coverage in local newspaper.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>OBJECTIVE (#1) STEP 3</strong></td>
<td>Telephone-Receptionist</td>
<td>On-going</td>
</tr>
<tr>
<td>Provide Information and Referral to those Seniors requesting services of the transportation bus, and any Senior callers.</td>
<td>Director</td>
<td></td>
</tr>
<tr>
<td><strong>OBJECTIVE (#1) STEP 4</strong></td>
<td>Director</td>
<td>On-going</td>
</tr>
<tr>
<td>Outreach—accomplish by use of Transportation Bus, and Telephone.</td>
<td>Telephone-Receptionist Bus Driver</td>
<td></td>
</tr>
<tr>
<td><strong>OBJECTIVE (#____) STEP 5</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>OBJECTIVE (#____) STEP 6</strong></td>
<td></td>
<td></td>
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<tr>
<td><strong>OBJECTIVE (#____) STEP 7</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>OBJECTIVE (#____) STEP 8</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*(ATTACH CONTINUATION SHEETS AS NEEDED)*

ATAAP Form No. 143
June 22, 1977

Certification from clearinghouse through OMB Circular A-95 has been applied for.

BJF
June 22, 1977

Our office, a 20' x 20' room, is located in the American Legion Bldg., 12th and Bullion Streets, Mariposa, California 95338. Our phone number is (209) 966-5315.

BJF
STATE OF CALIFORNIA—HEALTH AND WELFARE AGENCY

DEPARTMENT OF HEALTH

FIRE SAFETY INSPECTION REQUEST

NAME OF OPERATOR
Mariposa County Senior Assistance Program

ADDRESS
12th and Bullion St.
Mariposa, Ca

DATE
6-7-77

NAME OF FACILITY
same as above

TELEPHONE NUMBER
966-5315

IN OPERATION
☑ YES ☐ NO

CASE NUMBER

TO:
ATAAP Office
1100 Kansas Ave., Suite E
Modesto, California 95351

FROM:
Mariposa County Senior Assistance Program
P. O. Box 774
Mariposa, California 95338

REQUESTED BY
Glen R. Power
Program Director

TELEPHONE NUMBER
966-5315

TYPE OF FACILITY
☐ CERTIFIED FAMILY CARE HOME (CALIFORNIA ADMINISTRATIVE CODE TITLE 19, ARTICLE 9 50. 952. ET. SEQ.)
☐ BOARD AND CARE FACILITY
☐ NONAMBULATORY
☐ AMBULATORY
☐ STATE FIRE MARSHAL’S REFERENCE "SUGGESTED FIRE SAFETY STANDARDS, UNLICENSED, NONCERTIFIED HOMES"

Please include in your report a statement as to whether clearance can be given for:

CAPACITY REQUESTED
n/a

AGE RANGE, IF PERTINENT
n/a

OTHER (SUCH AS NONAMBULATORY)

Supplementary information to facilitate your inspection:

1. DATE OF LAST CLEARANCE
1976

CAPACITY
n/a

2. SPECIAL INSTRUCTIONS (DIRECTIONS FOR REACHING FACILITY, PERSON TO CONTACT, ETC.)

☐ SEE REVERSE SIDE OF FORM FOR ADDITIONAL INFORMATION

FIRE SAFETY REPORT

COMMENTS AND/OR RESTRICTIONS

DATE
6-7-77

APPROVAL BY FIRE AUTHORITY

Signature of Inspecting Authority

GEN 454 (12/73)
June 15, 1977

To Whom It May Concern:

In our opinion, the 20' X 20' office located in the American Legion Building would well be worth $125.00 per month rent.

This is based on comparable rents for an office of that size presently being rented for in the area of 40¢ per square foot per month, or, $150 to $160 per month would be considered fair rent.

Very truly yours,

FREEMAN ASSOCIATES

Bill Freeman, President

BF/tb
Gentlemen:

It is our opinion that the rental of the 20x20 office in the American Legion Building is in line with the present rental of office properties in this community.

Comparative office rentals range from approximately 35 to 40¢ a square foot, which would bring this particular office to a rental of $140.00 to $160.00 a month.

Sincerely,

John W. Allen

JWA: bb
June 22, 1977

The personal resume' of our Project Director, Glen R. Power, is on file in the ATAAP Office in Modesto, California.

BJF
Mariposa County Chamber of Commerce

Mariposa, California

June 15, 1977

To Whom It May Concern:

The Mariposa Chamber of Commerce fully supports and approves of the Mariposa County Senior Assistance Program.

Sincerely,

Kay Olsen
President

KO/bjf
June 15, 1977

To Whom It May Concern:

The Motherlode Senior Citizens Club of Mariposa County fully supports and approves of the Mariposa County Senior Assistance Program.

Sincerely,

[Signature]

Henry C. Kowitz
President
Motherlode Senior Citizens Club
26. DESCRIPTION OF APPLICANT'S PROJECT (Funds are awarded on the basis of the following description):

To determine if all the elements of I & R, Outreach, Shopping Assistance, Medical Help, and other services to the older people can be coupled together in an effective mobile operation, namely the Senior Citizens Transportation Bus.

27. AREA OF PROJECT IMPACT (Indicate City, County, State, etc.)

County of Mariposa

28. CONGRESSIONAL DISTRICT

Mariposa County Senator Assistance Program

29. Environmental Assessment Required By State/Federal Agency?

Yes ☐ No ☐

30. CLEARINGHOUSE(S) TO WHICH SUBMITTED

Feds Requested/For Changes State Only Amt of Inc. ($)/or Decl.

Part 1

31. NAME/TITLE OF CONTACT PERSON

Glen R. Power

P. O. Box 774, Mariposa, California 95338

Tel: 209-966-5315

32. CLEARINGHOUSE ID

Multiple Clearinghouse

33. ACTION BASED ON REVIEW OF

4. Notification

b. With Comment ☐

c. Waived ☐

d. Without Comment ☐

e. Unfavorable ☐

34. STATE APPLICATION IDENTIFIER (SAIL)

CA

36. STATE PLAN REQUIRED

Yes ☐ No ☐

37. RECEIVING DATE

At CLEARINGHOUSE 19-77-6 15

38. STATE PLAN ACTON DATE

19-77-6 15

39. CERTIFICATION

The applicant certifies that to the best of his knowledge and belief the facts stated are true and correct.

40. NAME (Print or Type)

Mariposa County Bd. of Supervisors of the Board

41. DATE MAILED TO FEDERAL/STATE AGENCY

19-77-6 22

42. NAME OF FEDERAL/STATE AGENCY

To Whom This Application Submitted

43. GRANT APPLICATION ID

(As Assigned by Federal Agency)

44. GRANTOR AGENCY

45. ORGANIZATIONAL UNIT

46. ADMINISTERING OFFICE

47. ADDRESS - Street or P.O. Box

48. CITY

49. STATE

50. ZIP CODE

51. TELEPHONE NUMBER

52. Application Rec’d.

53a. Exp. Action Date

53b. Ref. To Applicant

54. Exp. Action Revised As Of

55. Telephone Number

Final Action

Final Dates

Funds Approved (For Claimers Show Only Amt of Inc. (+) or Decl. (-))

Item 55 & 56 to be Completed by the Federal Office of Evaluation and Recommending Action on the Application