The Board of Supervisors of the County of Mariposa met this 3rd day of January, in continued session with Supervisors Clark, Long, Moffitt and Richardson present. Excused: Dalton.

On motion of Long, seconded by Clark, Res. 77-1, was passed and adopted, in memory of Fred B. McCay.

On motion of Long, seconded by Richardson, Clerk directed to write a letter of sympathy to the family of Tom Binning.

Barbara Saye, Auditor-Recorder, discussed budget matters. On motion of Long, seconded by Clark, Res. 77-2, was passed and adopted, miscellaneous appropriations and transfers.

On motion of Long, seconded by Clark, the Auditor is authorized to contact an independent contractor to audit Coulterville Justice Court's books.

Peter Artero, Road Commissioner, discussed road matters. Res. 77-3, was passed and adopted, approving the certificate of right-of-way for Chowchilla Mountain Road and authorizing the Chairman to sign said certificate.

On motion of Richardson, seconded by Long, the resignation of Norman E. Jaenecke, as Judge of the Justice Court, Coulterville Judicial District, is accepted with regret, effective December 30, 1976.

Res. 77-4, was passed and adopted, thanking Judge Jaenecke for his dedicated service to the community, on motion of Richardson, seconded by Long. Judge Jaenecke to be presented with a County plaque.

On motion of Long, seconded by Richardson, Rich Begley, Dir. Parks & Recreation, authorized to pick up safe in Merced which is to be used for Bicentennial time capsule.

The Board minutes of December 28th and 30th, 1976 were approved as mailed.

On motion of Clark, seconded by Owings, the Supervisor from District 3, Frank L. Long, Jr., was nominated and unanimously elected Chairman of the Board of Supervisors of Mariposa County 1977.

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

ATTEST:

M. L. ALLEN BORNSTON, Clerk of the Board

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

A letter was read from Mariposa Public Utility District requesting the County permit it to drill and develop a water well on the Old Jail lot, Block 19, town of Mariposa. On motion of Clark, seconded by Walton, the
The Board of Supervisors of the County of Mariposa met this 3rd day of January, in continued session with Supervisors Clark, Long, Moffitt and Richardson present. Excused: Dalton.

On motion of Long, seconded by Clark, Res. 77-1, was passed and adopted, in memory of Fred B. McCoy.

On motion of Long, seconded by Richardson, Clerk directed to write a letter of sympathy to the family of Tom Binning.

Barbara Saye, Auditor-Recorder, discussed budget matters. On motion of Long, seconded by Clark, Res. 77-2, was passed and adopted, miscellaneous appropriations and transfers.

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The Board minutes of December 28th and 30th, 1976 were approved as mailed.

On motion of Clark, seconded by Owings, the Supervisor from District 3, Frank L. Long, Jr., was nominated and unanimously elected Chairman of the Board of Supervisors of Mariposa County 1977.

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

ATTEST:

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

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

A letter was read from Mariposa Public Utility District requesting the County permit it to drill and develop a water well on the Old Jail lot, Block 19, town of Mariposa. On motion of Clark, seconded by Walton, the
the Board agrees in concept with the proposal presented by MFUD.

The time being 10:30 a.m., the public hearing regarding zoning ordinance for Hunters Valley area was opened. After discussion, the hearing was held in abeyance for action later in the day.


On motion of Clark, seconded by Owings, Auditor was directed to draw a warrant to W. W. Dunlap, Executive Secretary of the State Board of Equalization, in the amount of $600, for witness fees in connection with a Mariposa County Assessment Appeal Board hearing.

Orin Bennett, CHM Hill, discussed the company’s bill for $800 for EDA grant application assistance. Vote was held on the motion of 12/30/76 which approved the bill. Vote: Unanimous in favor.

On motion of Dalton, seconded by Clark, the Board of Supervisors’ action of December 14, 1976, withdrawing from the Central California Health Systems Agency, is rescinded with the following conditions: That the Agency’s Board of Directors continue to vigorously pursue administrative appeal that will result in an equitable member representation satisfactory to counties of smaller population and that they pursue amendments of Federal legislation to bring about equitable representation of rural areas.

John Anderson, Farm Advisor, discussed steps to be taken regarding drought disaster designations for Mariposa County. On motion of Dalton, seconded by Clark, the Board finds that a serious emergency exists due to the drought and requests Governor Brown to ask the President of the United States to declare Mariposa County an emergency drought area to make assistance under P.L. 93-228 available.

Letter was read from William M. Dignon, District Conservationist, regarding his participation with the BIR-TAC Committee. The District Conservationist, U.S. Dept. of Agriculture Soil Conservation Service, may participate upon request of Commission by giving Advisory Technical Assistance only.

The public hearing regarding Hunters Valley continued. On motion of Clark, seconded by Walton, Ord. 440, was passed and adopted, emergency Ord. setting 40 acre minimum lot size for parcels in Hunters Valley Study Area.

On motion of Clark, seconded by Owings, Tax Cancellations No. 76-84 to 76-86, secured, were granted.

On motion of Clark, seconded by Dalton, Complaint to Quiet Title (Kowitz vs. Buchanan, et al) referred to County Counsel.

On motion of Dalton, seconded by Walton, the following travel was authorized: County Clerk and one Deputy, Annual Co. Clerk’s Conf. & Workshop, 1/26-28/77, Berkeley.

On motion of Dalton, seconded by Walton, the Supervisor from District 1, Carroll N. Clark, was nominated and unanimously elected Vice-Chairman of the Board of Supervisors of Mariposa County for the year 1977.

On motion of Clark, seconded by Walton, Auditor directed to draw warrant to Postmaster for postal mailing permit and mailing of purge cards, in the amount of $191.22.

On motion of Dalton, 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, Tuesday, January 11, 1977 at 10:00 a.m.

ATTEST:

Chairman of the Board

[Signature]

P. E. BROWSON, County Clerk & ex officio Clerk of the Board
January 11, 1977

The Board of Supervisors of the County of Mariposa met this 11th day of January, 1977 with Supervisors Clark, Dalton, Long, and Owings present. Supervisor Walton excused.

The minutes of January 3, 1977 were approved as corrected, the minutes of January 4, 1977 were approved as mailed.

The following claims were approved as presented:

- Water Development Fund: $10,068.50
- Law Library: 237.60
- Federal Administrative Fund: 131.82
- Hornitos Lighting Fund: 61.52
- Coulterville Lighting Fund: 106.26
- Mariposa Lighting Fund: 464.17
- Airport Lighting Fund: 1,610.04
- Anti-Recession Operating Fund: 218.50
- S.A.P.: 152.88
- County Service Area 1-M (Lake Don Pedro): 132.50
- County Service Area 1-M (Mariposa Pines): 84.00
- Don Pedro Sewer Zone: 369.89
- Yosemite West Maintenance Fund: 1,578.70
- General Fund: 78,310.25
- Road Fund: 18,366.60
- Recreation & Parks Fund: 1,438.46
- Contingent Fund: 4,507.27

John Rotondo, Civil Defense Director, distributed Civil Defense Manuals to all Supervisors.

The following Supervisors were appointed to the Mountain Counties Air Basin Council: Frank L. Long, regular member and James R. Owings, alternate member.

Chairman appointed Supervisor Owings as a member of Golden Chain Council.

On motion of Dalton, seconded by Owings, the resignation of At-Large Planning Commissioner, Russell Bailey, was accepted with regret. Clerk directed to advertise notice of vacancy.

On motion of Dalton, seconded by Clark, the Auditor is directed to draw a warrant to Gary Foss, Personnel Consultant, in the amount of $16.55, for copying costs.

On motion of Clark, seconded by Owings, the following travel request was granted: Ralph J. Campbell, D.A., Atty. Gen's Symposium, 1/27/77, Sacramento.

On motion of Dalton, seconded by Owings, upon recommendation of department head the following step raise was granted: Lillian Myklebust, Range 16, Step F., effective 2/1/77.

On motion of Clark, seconded by Dalton, the Chairman is authorized to sign a letter to H. H. Bondshu, Chairman of Board of Directors of MPUD, authorizing MPUD to enter onto Old Jail property for purposes of water well exploration.

On motion of Clark, seconded by Owings, the Chairman was authorized to sign agreement with County of Fresno for San Joaquin Valley Information Service, library services for '76 - '77.

Tom Perkins, Fire Warden, discussed purchase of mobile radios for Volunteer Fire Department. On motion of Dalton, seconded by Owings, Res. 77-5, was passed and adopted, appropriation of $325 for purchase of 6 mobile radios.
Supervisor Walton present for afternoon session.

On motion of Clark, seconded by Dalton, County Counsel was directed to draft an agreement deeding to the County of Mariposa the Bear Valley property consisting of the old schoolhouse and the graveyard.

John Carre, representative of Business Improvement Group, discussed proposed activities for "Butterfly Day", which will be held the weekend of May 15, 1977.

On motion of Clark, seconded by Walton, the Auditor was directed to draw a warrant of $30,092.58 to E. R. Cummins Construction for progress payment on Jail addition.

On motion of Dalton, seconded by Clark, the following Supervisors were appointed to the LAFCO Commission: James R. Owings, to serve until 5/1/78 and Claude C. Walton, to serve until 5/1/80.

On motion of Dalton, seconded by Clark, the resignation of Will Wyre from the Mariposa Resource Conservation District, was accepted with regret. Clerk directed to advertise notice of the vacancy.

On motion of Owings, seconded by Clark, the Board concurs with the Mariposa County Farm Bureau in its appointment of Dennis Bunning to the Exclusive Agriculture Committee.

Ord. No. 411, was presented, amending Ord. 383, Section 3, setting salary of $21,500 for County Counsel. Vote to be held 1/18/77.

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

FRANK L. LONG, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk & ex officio Clerk of the Board
AGREEMENT RELATING TO COOPERATIVE LIBRARY REFERENCE SERVICES

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

WITNESSETH:

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

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

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

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

WHEREAS, the Mariposa County Free Library wishes to pay its full share of the cost of the San Joaquin Valley Information Service in order to obtain its reference and other services, not to be in any way subsidized in the Library's share by State or other funds;
NOW, THEREFORE, TO THAT END IT IS HEREBY AGREED that the
County of Fresno will make available through the Fresno County
Free Library, and the Board of Supervisors of the County of Mariposa
agrees to make use of the
following services offered under the Service:

(a) Availability of reference resources in the Fresno County
Free Library;

(b) Availability of additional reference personnel in the
Fresno County Free Library;

(c) Availability of an unlisted telephone for the Service
in the Fresno County Free Library, which will receive
telephone calls from participating libraries;

(d) Availability of photocopying equipment in the Fresno
County Free Library which will photocopy reference
materials for participating libraries and library users.

In consideration of the aforementioned services the
Board of Supervisors of the County of Mariposa

agrees to pay to the County of Fresno: $603.00 payable upon
the execution of this agreement and to be paid in any event not
later than April 1, 1977

The period of the Service aforementioned and of this
agreement is for twelve months, to wit: July 1, 1976, through
June 30, 1977; and it is agreed that if at the end of said
period the Board of Supervisors of Fresno County agrees to continue
the Service and the Board of Supervisors of the County of Mariposa
agrees to continue as a participant in
said Service on behalf of the library under its jurisdiction, the
parties will continue said Service with local funds, the pro-
portionate share of the cost to each participating library to be
determined upon the basis of population, use of service, and other
terms then agreed upon by the participating agencies.

This agreement has been executed on behalf of the
parties aforementioned pursuant to a resolution of their respective
governing boards authorizing execution thereof.

COUNTY OF FRESNO

By
Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

COUNTY OF MARIPOSA

By
FRANK L. LONG, 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 18th day of January, 1977, with all members present.

The Board minutes of January 11, 1977 were approved as published.

Peter Artero, Road Commissioner, discussed road matters. On motion of Owings, seconded by Dalton, Road Commissioner is authorized to raise IGS Fund (Intra Governmental Services) approximately 10% for equipment rental. On motion of Owings, seconded by Clark, Road Commissioner authorized to advertise and call for bids on reconstruction of approximately one mile of Chowchilla Mountain Road (FAS).

The Board of Supervisors acting as the Board of Directors of County Service Area I-M (Lake Don Pedro) passed and adopted Res. No. 5, Transfers by Object, $150 to Utilities from Special Dist. Expense, on motion of Dalton, seconded by Clark.

On motion of Dalton, seconded by Owings, the following travel requests were granted: 3 people, Road Dept., State soil testing course, Stockton, 1/31/77 to 2/1/77; Eldon Bartholomew, Wts. & Meas., Electric Meter School, Fresno, 1/19-21/77; Ralph J. Campbell, D.A., Seminar Political Reform Act, Sacramento, 1/19/77; Welfare Office - Carol Langley & Carol Adzima, Adm. Exp. Claim Wkshp, Sacramento, nunc pro tunc 1/13-14/77, Lois Lewis, Dir., Training Session, Madera, 1/21/77, Arlin Baldwin, Licensing Workshop, Fresno, 1/28/77; Pat Mosher, Health Dept., update-problem oriented records, Sacramento, 1/27-28/77.

Herbert R. Davis, Jr. discussed Health Systems Agency problem and Airport.

Ed Leicester, Pres. of Taxpayers Assoc. and Board discussed letter from Assoc. regarding unsolved problems, i.e. Master Plan update hearings, etc.

Ord. No. 441, setting Co. Csl. salary, was passed and adopted, having been previously presented.

Res. 77-6, was passed and adopted, amending Res. 76-68 by removing position of County Counsel from salary range, on motion of Clark, seconded by Dalton.

Joe Janelli, California Farm Bureau Federation, discussed the William- son Act.

Barbara Saye, Auditor-Recorder, discussed various matters including cancellation of lease with Independent Order of Odd Fellows for Coulterville Justice Court premises. On motion of Dalton, seconded by Owings, the lease is to be cancelled 30 days from this day, 2/10/77. Clerk to notify IOOF.

On motion of Clark, seconded by Dalton, substantiated claims from 1/73 to present, presented by Judge Norman E. Jaenecke, in the amount of $657.78 were approved.

On motion of Dalton, seconded by Clark, the following policy is established by the Board: All claims must be presented to the Auditor, within 100 days after they are incurred (Call., Case 990), except for unusual circumstances.

Res. 77-7, was passed and adopted, in memory of Frank Barrett, on motion of Dalton, seconded by Clark.

Ord. 442, establishing that sessions of Mariposa Justice Court will be held in the Courthouse, Mariposa, was presented for lst reading on motion of Dalton, seconded by Clark. Vote to be held 1/25/77.

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

On motion of Clark, seconded by Walton, Supervisor Dalton has permission to negotiate with EDA in Fresno for conventional grant funding of the Coulterville Water project, due to the closing of Public Works Assistance Grants.

On motion of Dalton, seconded by Clark, CH2M Hill is requested to submit a proposal to proceed with design for Coulterville Water System project.

The public hearing appealing denial of Land Div. Application No. 531 (Patterson), by the Planning Commission, is set for February 8, 1977 at 10:30 a.m. The hearing is to be held on the record as presented to the Planning Commission. Clerk to notify the appellant.

On motion of Clark, seconded by Dalton, Tax Cancellations No. 76-87 and No. 76-88, Secured, were approved.

On motion of Clark, seconded by Walton, Auditor is directed to draw a warrant to Postmaster for $85, return of purge cards.

There being no further business the Board adjourned to meet again in regular session, Tuesday, January 25, 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 25th day of January, 1977 with all members present.

The minutes of the meeting of January 18, 1977 were approved as corrected.

Peter Artero, Road Commissioner, discussed road matters. On motion of Dalton, seconded by Walton, the Road Commissioner was authorized to advertise for culvert bids to be opened at 10:30 a.m. on February 22, 1977.

Roger Lind discussed the possibility of installing a cattle guard on Cotton Creek Rd.

Barbara Saye, Auditor-Recorder presented a report of Revenue Sharing expenditures for the period of July through December 1976, and discussed various other matters.

H. Forbes Simpson, Chairman of the Assessment Appeal Hearing Board discussed various recommendations for changes in the general information and procedure for filing a petition with the board. Mr. Simpson was instructed to contact the new Assessor and County Counsel and proceed with the revisions.

Mr. Simpson also discussed the matter of liability on county maintained roads.

Bruce Jacobs, Chairman of the Planning Commission discussed the proposed ordinance amending Ord. 429 and proposed resolution regarding map and inspection fees. Res. 77-8 was passed and adopted on motion of Clark, seconded by Walton regarding map and inspection fees for the Planning Commission.

The proposed ordinance amending Ord. 429 regarding water requirements in subdivisions was referred back to the Planning Commission for revision.

The Chairman appointed Supervisor Clark to the Yosemite Deerherd Advisory Committee.

Supervisor Walton was appointed to the Mental Health Advisory Board. The Clerk was directed to advise the board of the appointment.

The Chairman appointed Supervisor Dalton to the ERC-TAC Committee. The Clerk was directed to contact the committee informing it of the appointment.

Chairman appointed Janis McRae as Acting Chairman of the County Wide Water Study Committee.

Alice Sargent discussed the article in the Peninsula Newspaper regarding the Mariposa History Center Museum.

County Counsel was directed to prepare a letter to Sotero Muniz, Forest Supervisor for the U. S. Forest Service in response to his letter thanking Mariposa County and its employees for recent accomplishments on the Cold Springs Rd.

John Thomson, Sanitarian discussed air pollution in Mariposa County and the possibility of getting a Sanitarian Aid for the Health Dept.
Steve Dunbar, Deputy Assessor discussed AB 1258, Timber Preserves Act. County Counsel directed to prepare an ordinance as required in said Timber Preserves Act.

On motion of Dalton, seconded by Clark, Tax Cancellation Nos. 76-89 secured and 76-32 unsecured, were granted.

On motion of Dalton, seconded by Walton, Res. 77-9 was passed and adopted, authorizing the Chairman to sign and execute the agreement and application for issuance of a Master Charge Card for the Supervisors.

Ord. 442, establishing sessions of Mariposa Justice Court will be held in the Courthouse in Mariposa was passed and adopted having been previously presented.

On motion of Clark, seconded by Owings, the following travel requests were granted: Joan Tune, Richard Kelley and Kathleen Bagwell, Planning Commissioners, to Seminar-Public Control of Land Development, 2/10/77 in San Francisco; Herb Davis to Madera 1/24/77 to Health Systems Agency meeting, nunc pro tunc.

On motion of Clark, seconded by Walton, the Clerk was directed to write a letter to the District 10 office of CALTRANS in Stockton requesting them to reinstall the Yosemite route sign on Hwy 152 at the Junction of Hwy 59.

On motion of Dalton, seconded by Clark the following step raises were approved: Jack H. Gould, Undersheriff, range 28, step H and Rodney A. Cusic, Deputy Sheriff, range 26, step E, effective 2/1/77.

County Counsel was directed to prepare a deed on the avigation easement of Prinsen and Northway property in accordance with the option agreement of May 25, 1976.

On motion of Clark, seconded by Walton, the Clerk was directed to notify the Clerk of the United States District Court that the County of Mariposa elects to be excluded from the civil class action suit regarding claims in connection with the purchase of refined sugar.

On motion of Dalton, seconded by Clark, the County Counsel was authorized to sign the Second Step Grant Application and the Pre-design Application for the Coulterville Wastewater Project.

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

There being no further business the Board adjourned to meet again in regular session on Tuesday, February 1, 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 1st day of February, 1977 with all members present.

The minutes of January 25, 1977 were approved as corrected.

Road Commissioner, Peter Artero, discussed various matters. On motion of Walton, seconded by Clark, Road Commissioner is authorized to negotiate for tire recapping services.

Barbara Saye, Auditor-Recorder, discussed various matters. On motion of Dalton, seconded by Walton, Res. 77-10, was passed and adopted, transfers within Welfare budget for Homemaker/Chore Program.

On motion of Owings, seconded by Clark, the County is authorized to request annual grant of California Airport Aid Funds and authorizes the Chairman to sign said request.

On motion of Walton, seconded by Owings, the Board accepts the final audit of Coulterville Justice Court, prepared by Harry Weit, and authorized payment for services.

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 Clark, payment of $750 is authorized from Supervisors Professional and Special Services budget for appraisal of Yosemite West Maintenance Station Site, by Arnold Associates. Refund is to be made to said budget from District monies when feasible.

Leonard Gabrielson, Maintenance Supervisor, discussed additional water storage tank and plumbing, for spring which serves the Courthouse. On motion of Clark, seconded by Walton, installation of water storage tank is authorized with the Hall of Records to be converted to spring water also.

On motion of Clark, seconded by Owings, the following travel requests were granted: Craig MacDonald, Custodian, Martinez, pick up tank; Glen Power, Veterans Officer, Training Conf. Assoc. of Vet. Service, Fairfield, 2/15-18/77; Lois Lewis & Jeannie Martella, Welfare Dept., Welfare Com. meetings, Sacramento, 2/8-9/77; Arlin Baldwin, Welfare Dept., Child Abuse Ident. Workshop, Madera, 2/10/77 & 2/24/77; Jack Leard & Daniel Ellis, Parks & Rec., Park Workshop, Lake Yosemite, 2/8/77.

On motion of Dalton, seconded by Walton, Civil Defense Director is to prepare contingency water plan offering possible alternatives for obtaining water for the Mariposa townsite and surrounding area.

John Anderson, Farm Advisor, and John Rotonto, Civil Defense Director, discussed disposal of crackers (biscuits) presently stored in emergency fallout shelters. On motion of Walton, seconded by Clark, C. D. Director is authorized to remove crackers from shelters and transfer to Sanitary Landfill site. On motion of Clark, seconded by Walton, the Farm Advisor is to provide testing of crackers as potential nutrient for livestock.

On motion of Clark, seconded by Owings, upon recommendation of dept. head the following step raise was approved: Charles Hand, Dep. Probation Officer, Range 19, Step G, effective 2/1/77.

On motion of Clark, seconded by Walton, the Auditor was directed to draw a warrant of $39 to Postmaster, stamps for Veterans Service Office.

The Board of Supervisors acting as the Board of Directors of the Yosemite West Maintenance District took the following action: Res. 1-77 was passed and adopted, Transfers by Object from Roads to Water, on motion of Clark, seconded by Owings. On motion of Clark, seconded by Owings, minute order, Transfers by Cost Center from Roads to Water, is approved.
Ordinance No. 433, regarding Timberland Preserve Zone, was passed and adopted, pursuant to GC Sec. 25123 regarding urgency measures, on motion of Clark, seconded by Walton. Ayes: Clark, Long, Walton, Owings. No: Dalton.

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

On motion of Clark, seconded by Dalton, it is the intention of the County to purchase the Scott property in Block 43, for $35,000.

The Board of Supervisors acting as the Board of Directors of Coulterville County Service Area No. 1 took the following action: On motion of Clark, seconded by Walton, Supervisor Dalton is authorized to negotiate on behalf of the County of Mariposa for properties and rights of way required for construction of the Coulterville Wastewater Plant, under the Uniform Relocation and Assistance Act.

On motion of Clark, seconded by Walton, Res. 77-11, was passed and adopted, amending 'vacation' Res. No. 76-52, allowing county employees to have a holiday (Lincoln's Birthday) on February 11th or February 14, county offices to remain open.

Mr. William Boyd discussed waiver of Ord. requiring a use permit to operate a home for adults of 6 or less people. Board of Supervisors is not allowed to waive use permit under Ord. 345 and Mr. Boyd was directed to apply for use permit with Planning Commission.


Bruce Jacobs, Planning Commissioner Chairman and Tom Skinner, MCAG, discussed pre-application for '77-'78 "701" funds. On motion of Clark, seconded by Dalton, contract agency, MCAG, is authorized to make pre-application on behalf of Mariposa County for "701" funds. On motion of Clark, seconded by Dalton, Chairman authorized to sign second quarter "701" fiscal report and request for funds.

Victor Duerksen, Mental Health Director, discussed separation of Alcohol Advisory Board from Mental Health Advisory Board and various appointments. On motion of Clark, seconded by Owings, the Alcohol Advisory Board is formed as a separate board and the following persons appointed, effective Feb. 1, 1977: Charles Hand-2 yrs, Hartley Stevens-1 yr., Ronald Hibshman-3 yrs. Ruth Stephens-1 yr., Andre J. Moore-2 yrs., Thomas Coakley-3 yrs, Lt. Tom Standen-3 yrs.

The resignation of Rev. Neil L. Beery from the Mental Health Advisory Board is accepted with regret. On motion of Clark, seconded by Walton, the following people were appointed to the Advisory Board: Virginia Lane and Randy Curtis.


On motion of Clark, 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, February 8, 1977 at 10:00 a.m.

[Signature]
FRANK L. LONG, Chairman Board of Supervisors

ELLEN BRONSON, County Clerk & ex officio Clerk of the Board
The Board of Supervisors of the County of Mariposa met this 8th day of February, 1977, with all members present.

Minutes of 2/1/77 were approved as published.

Peter Artero, Road Commissioner, discussed road matters. On motion of Owings, seconded by Clark, the following policy is reaffirmed regarding fencing: In accepting an offer of dedication that is required by a parcel map all fencing that is not disturbed will not be relocated or replaced, if fencing must be disturbed it will be replaced by fencing of equal quality.

Herbert R. Davis, discussed matters relating to the Health Service Agency.

The public hearing appealing the denial by the Planning Commission of Land Division Application No. 531 (Patterson) opened at 10:30 a.m. The matter was heard as a Trial De Nova. Bruce Jacobs, Planning Commission Chairman, was sworn and testified. Mr. & Mrs. Patterson were sworn and testified. The matter was submitted to be considered February 15, 1977 at 2:30 p.m., on motion of Dalton, seconded by Clark.

Rich Begley, Parks & Recreation Director, discussed State Bond Act of 1974. Project agreements for Coulterville Park, Cathey's Valley Park, and Mariposa Courthouse were presented and Chairman authorized to sign, on motion of Dalton, seconded by Clark. Prks & Rec. Director, was authorized to contact Architect and Engineer to meet with Supervisor Walton, Road Commissioner, County Counsel and himself regarding plan preparation.

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

John Rotondo, CETA Administrator, discussed Title VI monies and Fish Camp Landfill Site. On motion of Clark, seconded by Owings, Res. 77-12, was passed and adopted, authorizing execution of Subgrant. On motion of Owings, seconded by Dalton, the Chairman was authorized to sign Special Use Permit with U. S. Forest Service to maintain and operate a public solid waste disposal site.

The public hearing of the ATAAP Area Plan for 1977-1978 opened at 2:00 p.m. Jayne Coburn, Executive Director and Beverly Carr, Planner/Program Coordinator to ATAAP were introduced and presented the Area Plan. Petition regarding Nutrition Program in Rural Mountain Area Under Title VII, was read by Supervisor Dalton. Glen Power, Senior Citizens Director, discussed various programs established by ATAAP for the County.

Mr. Larry Smith, Mortgage Officer of California Housing Finance Agency, discussed ways to acquire funding of construction for housing to be used for elderly and low income persons.

Gene Lincoln, discussed installed of septic systems and placement on the Health Dept.'s approved list of installers.

On motion of Clark, seconded by Owings, Stephen F. Dunbar was appointed Assessor to fill the unexpired term of John A. Owens, Jr., appointment effective immediately. Clerk to notify and thank the four remaining applicants for appearing before the Board.

Supervisor Frank Long is excused from the Board meeting of March 8, 1977.

On motion of Dalton, seconded by Clark, the Board meeting of March 1, 1977 is advanced to February 28, 1977 because it is necessary for several of the Supervisors to be in Sacramento. Clerk to publish notice. There is to be a joint meeting involving the Board of Supervisors, Directors and Manager of MPUD, the Planning Commission, Tom Skinner, MCAG and John Thomson at 7:00 p.m. February 28, 1977. The meeting is being held for the purpose of obtaining pertinent facts that will be necessary for an informal public meeting regarding water problems which will be held at 7:00 p.m., March 15, 1977 at the High School Auditorium.
On motion of Dalton, seconded by Owings, the Treasurer-Tax Collector is authorized to have the maintenance department convert cabinets for data processing bills.

On motion of Clark, seconded by Walton, the following travel requests were approved: Chauncey Haynes, Inv., Training Conf., Fresno, 2/24-25/77; Juanita Moore, Family Support Officer, Conf., Fresno, 2/24/77; Joan Faust, P. C. Sec'y, 2/10/77, San Francisco, Seminar Public Control of Land Development.

On motion of Clark, seconded by Owings, Tax Cancellation No. 76-90, Secured, was granted.

On motion of Dalton, seconded by Walton, the Board endorses Trinity County's Board of Supervisors protest of the proposed rules and regulations published in the Federal Register of 12/6/76 regarding surface management of public land under U. S. Mining Laws. Clerk to write Trinity County, S. I. Hayakawa, Senator, and Congressman B. F. Sisk informing them of the Board's endorsement.

There being no further business the Board of Supervisors adjourned to meet again on Monday, February 14, 1977 at 11:00 a.m.

FRANK L. LONG, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk &
ex officio Clerk of the Board
RESOLUTION NO. 77-12

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF Mariposa

(A RESOLUTION AUTHORIZING THE EXECUTIVE OF A SUBGRANT)

BE IT HEREBY RESOLVED by the Board of Supervisors, of the County of

Mariposa, State of California that:

1. The proposed Subgrantee Registration # between the State of California, Employment Development Department, as Prime Sponsor and the County of

as Subgrantee should be and is hereby approved.

2. The Chairman of the Board of Supervisors and John L. Rotondo

are hereby authorized and directed to sign and execute said

Subgrant for and on behalf of the County of Mariposa

PASSED AND ADOPTED by the Board of Supervisors of the County of

Mariposa at a regular meeting of said Board, held on the 8th
day of February, 1977, by the following vote of said Board:

AYES: Clark, Dalton, Long, Walton, Owing

NOES: None

ABSENT: None

BY: CHAIRMAN, Board of Supervisors

(Frank L. Long)

ATTEND: 

ELLEN BRONSON, County Clerk

County, California

THE FOREGOING INSTRUMENT IS A
CORRECT COPY OF THE ORIGINAL ON
FILE IN THIS OFFICE

ATTEND: , 19
This Subgrant is entered into by the Prime Sponsor and (5) County of Mariposa hereinafter referred to as Subgrantee. The Subgrantee agrees to operate a Comprehensive Employment and Training Subprogram in accordance with the provisions of this Subgrant. This Subgrant Modification consists of this sheet and those of the following, as designated with an "X": X Project Operating Plan (Exhibit A), X Project Narrative (Exhibit B), X Project Budget Summary (Exhibit C), X Standards of Project, X Assurances and Certifications. It is expressly understood by Prime Sponsor and Subgrantee that Prime Sponsor has made application to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this Subgrant and that Prime Sponsor is not obligated to provide funds to Subgrantee and Subgrantee is not obligated to provide services under the Agreement until such funds are made available to the Prime Sponsor by the Department of Labor.

**Allocation**

The total funds allocated for (6) FY1977 Title VI Program are (7) $62,720 and cover the period (8) February 1, 1977 through (9) September 30, 1977.

**Obligation**

The Prime Sponsor's total fund obligation for this program is (10) $34,079 and cover the period (11) February 1, 1977 through (12) September 30, 1977.

**Modification**

(13) This modification does not change the funds previously obligated □

(14) This modification □ increases □ decreases the funds previously obligated by $__________. This changes the amount of the previous obligation of $__________.

(15) Description of Modification

---

**Approved for the Subgrantee**

By (Signature)

John L. Rotondo  
Project Administrator  2-1-77

**Approved for the Prime Sponsor**

(18) By (Signature)

Jarvis Arellano  
Executive Director, BOS Programs

CEIA 36 (5-76)
EXHIBIT "B"

PROJECT NARRATIVE

PROJECT MANAGEMENT INFORMATION

1. Organization and Staff of Project:

We will place one participant at the Sheriff Department in a Deputy Trainee position. After a period of training in law enforcement under the program, he will then have the experience necessary to be eligible for a position as a Deputy Sheriff.

The County has combined the Office of Civil Defense and Solid Waste and we are placing a secretary there because of the new position. She will acquire additional skills in office work and acquire experience in office procedures.

The County is in the process of establishing its own Building Inspector Department. The duties of that department are now being handled by the State but the county will need a secretary to handle the clerical duties of the office. This position will allow the participant to gain knowledge and experience in clerical duties. After a period of 8 months, she will be placed in an unsubsidized job.

Two equipment operators will be placed at the County Dump. They will get experience in operating heavy equipment and training in the Dump's new cut-and-fill process.

One participant will be placed at the Mariposa Public Utilities District where he will acquire skills in the maintenance of the facilities and acquire knowledge about its functions. After a period of 8 months or less he will be transitioned into an unsubsidized job with Mariposa Public Utilities District.

A participant will be placed at the Health Department as a sanitation trainee. He will acquire skills and experience in working on heavy equipment. After a period of training as a sanitation trainee he will then have the experience and knowledge necessary to be eligible to find work in this field.

We will place one bus driver at the Senior Assistance League to transport Senior Citizens throughout the County. There will also be some clerical work involved with this position.
Organization and Staff of Project, cont.

We will place one participant at the County Road Department where he will gain the experience and knowledge of survey work. The training will give the participant a chance to gain the experience needed to work on a survey crew and get a job in this line of work.

We will place a clerk-typist in the Elementary School where she will get training in working with teachers and students and office experience such as typing and filing.

2. Project Management

The Payroll and monthly reports are handled by the office of the Project Administrator. The money as it is received from the State is deposited in an account with the Auditor and the payroll is submitted to the Auditor. The Auditors Office draws the warrants and sees that they get to the participants.

PROJECT DESIGN

All of the county offices listed above have a greater work load than they can budget for county people to carry at this time. Thus, the participants placed by this office will help to relieve some of their work load. These people will be placed on the county payroll as budgeting allows.

PROJECT OPERATION

I. Intake and Orientation

Applicants will be selected after reviewing their application including their financial statement. This will be done by the Program Operator. Upon entering the program, each participant is instructed to bring any grievances to the Project Administrator and the situation will be handled accordingly. All participants are given a copy of "The Comprehensive Employment and Training Act of 1973: Your Civil Rights." They are advised of the pay procedure. A cover sheet is included in each file with each item covered in the interview dated.

Their worksite supervisor is also instructed to bring any grievances to the Project Administrator. The CETA Program is explained to each worksite supervisor.

2. The significant segments we will serve are (1) Economically Disadvantaged, (2) Veterans, (3) Spanish Americans (4) American Indian, (5) Public Assistant Recipient.
Recruiting will be done by our office as Mariposa County does not have an EDD Office. We will recruit participants from the Welfare Department, department heads of county offices, referrals, walk-ins, recommendations from previous enrollees and other concerned citizens. We also advertise positions available in the local county newspaper.

3. Termination information is gathered by the Project Administrator from the participants upon their termination, and this is recorded on their CETA 10.

4. All of the participants will be monitored periodically by the Project Administrator.

PUBLIC SERVICE EMPLOYMENT

The County offices are chosen by the Project Administrator according to their present and future needs for placing participants as he is in contact with all of the county offices.

The department heads have indicated that they will have a need for the P.S.E. participants that are assigned to their current positions for FY 77.
AFFIRMATIVE ACTION ASSURANCE OF COMPLIANCE  TITLE II

1. General


The Subgrantee agrees to establish the following Affirmative Action goals and to aggressively pursue those goals in an attempt to overcome the effects of underutilization of ethnic minority group members and women.

2. Statistical Foundation and Overall Participant Goals.

<table>
<thead>
<tr>
<th>A. Group</th>
<th>B. Data Base</th>
<th>C. AA Goals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>General Pop. %</td>
<td>Labor Force %</td>
</tr>
<tr>
<td>Black</td>
<td>0.5</td>
<td>0.5</td>
</tr>
<tr>
<td>Oriental or Asian</td>
<td>0.2</td>
<td>0.2</td>
</tr>
<tr>
<td>American Indian</td>
<td>3.3</td>
<td>3.1</td>
</tr>
<tr>
<td>Filipino</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Spanish Surname</td>
<td>2.6</td>
<td>3.1</td>
</tr>
<tr>
<td>Other (Specify Group)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Women</td>
<td>48.5</td>
<td>35.4</td>
</tr>
</tbody>
</table>

Instructions

In completing the above table, a thorough analysis of Section B, Data Base, will allow for the setting of realistic goals. Additional data, indicating the needs of specific ethnic group should also be taken into account. In other words, to develop sound and attainable goals, a variety of relevant data should be considered rather than attempting to use only one factor.

Source:
1/ Labor Force Indicators, EDD: ED&R: 1970
2/ Affirmative Action Data for Balance-of-State Counties, EDD: 1974
3/ Labor Force Indicators, EDD: ED&R: 1970

Labor force and unemployment data are not available for all minority groups.
### 3. Programmatic Affirmative Action Goals for Fiscal Year 1977

<table>
<thead>
<tr>
<th>Identified Group</th>
<th>Public Service Employment</th>
<th>FSS Participants To Be Transitioned to Participating Agencies Workforce</th>
<th>Classroom</th>
<th>N/A</th>
<th>N/A</th>
<th>N/A</th>
<th>Job Pl</th>
<th>#</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black</td>
<td></td>
<td></td>
<td>#</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>#</td>
<td>#</td>
</tr>
<tr>
<td>Oriental or Asian</td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>#</td>
<td>#</td>
</tr>
<tr>
<td>American Indian</td>
<td></td>
<td></td>
<td>1</td>
<td>9.1</td>
<td>9.1</td>
<td>9.1</td>
<td>#</td>
<td>#</td>
</tr>
<tr>
<td>Filipino</td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>#</td>
<td>#</td>
</tr>
<tr>
<td>Spanish Surname</td>
<td></td>
<td></td>
<td>1</td>
<td>9.1</td>
<td>9.1</td>
<td>9.1</td>
<td>#</td>
<td>#</td>
</tr>
<tr>
<td>Other (Identify Specific Group)</td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>#</td>
<td>#</td>
</tr>
<tr>
<td>Women</td>
<td></td>
<td></td>
<td>7</td>
<td>63.6%</td>
<td>3 to be transitioned to unsub. jobs</td>
<td>#</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Note: A. If specific component listed above is not relevant to your program merely indicate that component as N/A.

* Include persons who have participated in FSS, Classroom, N/E, a QJT, etc. Do not include those FSS Participants to be transitioned to Subgrantee workforce of participating agency.
B. Existing county, organizational, and/or departmental Affirmative Action Plans should be reviewed prior to establishing the above goals. For example, a county whose Affirmative Action Plan (apart from CETA) includes goals for increasing the number of Spanish-surname employees may wish to reflect this need in setting its CETA goals. The rationale being that CETA participants who transition into regularly funded positions can directly impact a county's Affirmative Action profile.

c. Ethnic category of "Other" listed above is to be used to identify a specific group only and not persons of undetermined ethnic background.

4. Explanation

(If AA goals are based on data other than the data base provided above please explain.)

5. Monitoring and Compliance

The Subgrantee will maintain such records as necessary to allow for evaluation of progress toward meeting Affirmative Action goals. The Subgrantee will be responsible for monitoring the program compliance of any person or organization with which the Subgrantee has entered into a contract.

The Prime Sponsor will conduct a quarterly desk audit of participant enrollments to determine AA compliance. Where the enrollment information indicates that the Subgrantee is not meeting Affirmative Action goals as established, the Subgrantee will be notified of its non-compliance and will be given an opportunity to bring the program or component into compliance.

To determine the overall effectiveness of the Subgrantee's Affirmative Action program, the Prime Sponsor will conduct an on-site review at least yearly.

6. Sanction

The Prime Sponsor reserves the right to terminate contracts or withhold funds where it is evident that good faith efforts have not been exercised in working toward Affirmative Action goals.

<table>
<thead>
<tr>
<th>APPROVED FOR THE SUBGRANTEE</th>
<th>APPROVED FOR THE PRIME SPONSOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>By (Signature)</td>
<td>By (Signature)</td>
</tr>
<tr>
<td>John L. Rotondo, Project Administrator</td>
<td></td>
</tr>
<tr>
<td>NAME AND TITLE DATE</td>
<td>NAME AND TITLE DATE</td>
</tr>
<tr>
<td>August 26, 1976</td>
<td></td>
</tr>
</tbody>
</table>
I. FUNDING

New Funding $43,156
Carry-in $19,764
Total Funding Available $62,920

II. COMPONENT/COST CATEGORY MATRIX

<table>
<thead>
<tr>
<th>COSTS BY CATEGORY</th>
<th>Classroom Training</th>
<th>On-the-Job Training</th>
<th>Public Service Employment</th>
<th>Work Experience</th>
<th>Services to Clients</th>
<th>Other Activities</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Slots</td>
<td>6,292</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6,292</td>
</tr>
<tr>
<td>Administration A.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Allowances B.</td>
<td></td>
<td></td>
<td></td>
<td>52,352</td>
<td></td>
<td></td>
<td>52,352</td>
</tr>
<tr>
<td>Wages C.</td>
<td></td>
<td></td>
<td></td>
<td>4,276</td>
<td></td>
<td></td>
<td>4,276</td>
</tr>
<tr>
<td>Fringe Benefits D.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Training E.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services F.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Component Total</td>
<td></td>
<td></td>
<td></td>
<td>62,920</td>
<td></td>
<td></td>
<td>62,920</td>
</tr>
<tr>
<td>Planned Carry-Out</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Administrative Staff Costs

<table>
<thead>
<tr>
<th>Name, Position Title and SSA No. of Incumbent</th>
<th>Salary Per Pay Period</th>
<th>Benefits Per Pay Period</th>
<th>% of Time to Project</th>
<th>No. of Pay Periods</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Administrator John L. Rotondo</td>
<td>1,396</td>
<td>50.11</td>
<td>38.5</td>
<td>8</td>
<td>4,454</td>
</tr>
</tbody>
</table>

**Administrative Staff Costs Total:** 4,454

**Remarks:**

---

CETA 40 A-1 (5-76)
1. Administrative staff costs (from preceding page) $4,583

2. Travel
   a. **150** miles per week @ **$.15** per mile x **35** weeks 788.00
   b. **5** days per diem x **$30.00** per day 150.00

3. Communication
   a. Base telephone rate **$5.00** x **8** months 40.00
   b. Toll calls **$12.00** x **8** months 120.00
   c. Postage 120.00

4. Rent
   a. **_______** square feet x **$_______** per square foot

5. Utilities
   a. Gas **$_______** Electric **$_______** Other **$_______**

6. Custodial **$_______** x **_______** months

7. Equipment
   Statement giving equipment needs, justification for use and costs must be attached. Prior to renting, leasing or purchasing equipment, this subgrant must be approved and BOS property acquisition procedures must be followed.

   **Purchase**
   Two county civil defense typewriters were in use in the employment and training office. One typewriter has broken down and is beyond repair. Hence, we are in need of a new typewriter for our office. 300.00

   **Rental**

8. Office supplies
   Desk top supplies, forms, etc., estimated at **$15.00** per month x **8** months 120.00

9. Other cost: list such costs as in-service staff training, consultant, accounting, payroll, statistical and/or legal services. Method of computation of each item mandatory.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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<td></td>
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<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL** $6,292.00
<table>
<thead>
<tr>
<th>Occupational Title</th>
<th>Number of Slots</th>
<th>CETA Wage Rate</th>
<th>Comparable Wage Rate</th>
<th>Duration of Employment</th>
<th>Total Wages</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Sheriff Department Deputy Trainee</td>
<td>1</td>
<td>830</td>
<td>*850</td>
<td>8</td>
<td>$6,664.00</td>
</tr>
<tr>
<td>Civil Defense and Solid Waste Secretary - Clerical</td>
<td>1</td>
<td>633</td>
<td>633</td>
<td>8</td>
<td>5,064.00</td>
</tr>
<tr>
<td>Building Inspector Secretary - Clerical</td>
<td>1</td>
<td>611</td>
<td>611</td>
<td>8</td>
<td>4,888.00</td>
</tr>
<tr>
<td>Solid Waste Department Equipment Operator</td>
<td>2</td>
<td>683</td>
<td>683</td>
<td>8</td>
<td>10,928.00</td>
</tr>
<tr>
<td>Mariposa Utility District Maintenance</td>
<td>1</td>
<td>611</td>
<td>611</td>
<td>8</td>
<td>4,888.00</td>
</tr>
<tr>
<td>Mariposa Sanitation Department Operator - Trainee</td>
<td>1</td>
<td>611</td>
<td>611</td>
<td>8</td>
<td>4,888.00</td>
</tr>
<tr>
<td>Senior Citizen Program Bus Driver</td>
<td>1</td>
<td>611</td>
<td>611</td>
<td>8</td>
<td>4,888.00</td>
</tr>
<tr>
<td>County Road Department Survey Apprentice</td>
<td>1</td>
<td>657</td>
<td>657</td>
<td>8</td>
<td>5,256.00</td>
</tr>
<tr>
<td>Mariposa Unified School Dist. Clerical</td>
<td>1</td>
<td>611</td>
<td>611</td>
<td>8</td>
<td>4,888.00</td>
</tr>
</tbody>
</table>

*The $57.00 difference in salary will be picked up by the Sheriff Department.*
<table>
<thead>
<tr>
<th>Component</th>
<th>Description</th>
<th>Calculation</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Total Participant Wages</td>
<td>52352 x FICA Rate 5.85%</td>
<td>$3,062</td>
</tr>
<tr>
<td>B.</td>
<td>Total Participant Wages</td>
<td>52352 x Compensation Rate 2.32%</td>
<td>1,214</td>
</tr>
<tr>
<td>C.</td>
<td>Total Participant Wages</td>
<td>X Insurance Rate</td>
<td></td>
</tr>
<tr>
<td>D.</td>
<td>Total Participant Wages</td>
<td>X Health and Welfare Rate</td>
<td></td>
</tr>
<tr>
<td>E.</td>
<td>Total Participant Wages</td>
<td>X Benefit Rate</td>
<td></td>
</tr>
<tr>
<td>F.</td>
<td>Other Fringe Benefits (specify)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL FRINGE BENEFITS</strong></td>
<td></td>
<td></td>
<td>$4,274</td>
</tr>
</tbody>
</table>
STANDARDS OF PROJECT

A. The Subgrantee agrees the intent of CETA is to place as many people as possible in unsubsidized employment as quickly as possible. To accomplish this goal the following policies and objectives will be used.

1. Work Experience

Work experience is a short term assignment to directly enhance the future employability of youth or to increase the potential of adults in attaining a planned occupational goal. Participants who will be entering the labor force in the near future should be enrolled. Work experience is not designed to be an income or educational maintenance program. Work Experience participation will be limited to nine (9) months or 1584 hours (9 months x 176 hours = 1584 hours) which ever comes first.

2. Public Service Employment

Enrollment in public service employment is limited to eighteen (18) months (exception: Prime Sponsor approved extension). Public Employment Program (PEP) time is to be considered as public service employment time. This policy is intended to increase the percentage of placements to non-positive terminations and to serve the maximum number of participants.

3. Unplanned Carry-Over Monies

Unplanned carry-over money is money previously allocated for a specific function, but that was not spent for various reasons such as late start-up, salary savings, under-enrollment, etc. Due to the high level of unemployment in BOS counties, this Prime Sponsor cannot afford subgrantee nonperformance in excess of 15%.

   a. Therefore, Title I unplanned carry-over monies will be recaptured by the Prime Sponsor on a quarterly basis beginning December 31, 1976. These monies will be reallocated by the Prime Sponsor for special projects to ensure CETA money is being used to serve the maximum number of BOS county residents.

   b. Therefore, Title II and VI unplanned carry-over monies will be recaptured by the Prime Sponsor on a quarterly basis beginning December 31, 1976 (exception: Program Agent Counties). These monies will be reallocated by the Prime Sponsor to counties of proven performance.

4. Title III Placement Goals

The intent of CETA is to place participants in unsubsidized employment; accordingly, this subgrantee adopts the following placement goal for Title II Public Service Employment.

Check one:

- [ ] Placing half of the cumulative participants in unsubsidized private or public sector employment.
- [XX] Placing participants in half the vacancies occurring in suitable occupations in the employing agencies' permanent work force which are not filled by promotion within the agency.

CETA 59 (5/76)
STANDARDS OF PROJECT

B. The Subgrantee also agrees:

1. That performance will be in accordance with the Project Narrative within the period of this subgrant.

2. There will be no delays in performance except those listed below.

3. That major subgrant modifications will be submitted to change any budget item or participant service level by more than 5%.

4. All statistical and fiscal reports will be submitted as scheduled by the Prime Sponsor.

5. That all subcontractors and participating agencies under this subgrant will adhere to standards adequate to provide compliance with this subgrant.

6. To comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and Federal Water Pollution Control Act.

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

Mariposa County Employment & Training Office
(Legal Name of Subgrantee)

P.O. Box 278
(Address)

John L. Rotondo, Project Administrator
(Typed Name & Title of Authorized Officer)

Mariposa, California 95338

February 1, 1977
(Date of Application)
ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder;

   b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

   b. It will comply with title VI and VII of the Civil Rights Act of 1964, (P.L. 88-352), and in accordance with title VI and VII of that Act no person in the United States shall on the grounds of race, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant received Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1) and 712).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Department of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).
m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).
u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USC 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;
(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be utilized has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that:
1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. Special consideration will be given to the needs of eligible disabled veterans, special veterans, and veterans who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application. Each prime sponsor in selecting participants...
for programs funded under title I of the Act, shall take into
consideration the extent that such veterans are available in
the area. Specific effort should be made to develop appro-
priate full or part-time opportunities for such veterans.
The prime sponsor should utilize the assistance of the State
and local veterans employment service representative in formu-
lat ing its program objectives.

On a continuing and timely basis, information on job vacancies
and training opportunities funded under title I of the Act
shall be provided to the State and local veterans employment
service representative for the purpose of disseminating infor-
mation to eligible veterans (section 104(b) of Emergency Jobs
and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote
maximum feasible use of apprenticeship and other on-the-job
training opportunities available under section 1737 of
title 38, United States Code.

C. Additional Assurances Relating to Public Service Employment
Programs

For public service employment activity, the applicant
further assures and certifies that:

1. Special consideration will be given to the filling
of jobs which provide sufficient prospects for advancement
or suitable continued employment by providing complementary
training and manpower services designed to (1) promote the
advancement of participants to employment or training oppor-
tunities suitable to the individuals involved, whether in
the public or private sector of the economy, (2) provide
participants with skills for which there is an anticipated
high demand, or (3) provide participants with self-develop-
ment skills; except where exempt under the provisions of
section 604 of the Act, provided, however, that nothing
contained in this paragraph shall be construed to preclude
persons or programs for whom the foregoing goals are not
feasible or appropriate (sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be
provided in occupational fields which are most likely to
expand within the public or private sector as the unemployment
rate recedes except where exempt under section 604 of the
Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public
service jobs will be given to unemployed persons who are the
most severely disadvantaged in terms of the length of time
they have been unemployed without assistance, but such
special consideration shall not authorize the hiring of any
person when any other person is on lay-off from the same or
any substantially equivalent job (section 205(c)(7)).
4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c)(9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (3) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Nor more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).
11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of:

(a) The minimum hourly wage set out in section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended. The only exceptions to section 6(a)(1) are where a participant is to exempt under section 13, or those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa where wages shall be consistent with the Federal, State or local law otherwise applicable. Wages paid to participants in the Trust Territories of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where section 6(a)(1) is applicable.

(b) The State or local minimum wage for the most nearly comparable covered employment;

(c) The prevailing rate of pay for persons employed in similar public occupations by the same employer (section 208(a));

(d) the minimum entrance rate for inexperienced workers in the same occupation in the establishment, or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area, or any minimum rate required by an applicable collective bargaining agreement; or

(e) the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, for participants involved in employment covered by the Davis-Bacon Act.
15. Special consideration shall be given to eligible disabled veterans, special veterans, and veterans who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application. Each eligible applicant selecting participants for programs funded under title VI of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. In order to insure special consideration for veterans, all public service employment vacancies under title VI, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in formulating its program objectives.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under title VI of the Act to State and local veterans employment representatives and to other veterans organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

D. Additional Assurances for Title II Programs

All assurances in C above apply to activities funded under Title II. In addition, the applicant will assure that:

1. Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205(c)(3)).

2. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(20)).
E. Additional Assurances for Title VI Programs

All assurances in C. above apply to activities funded under title VI. In addition, the application will assure that:

1. Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under title VI of the Act (section 603 (a)(2)(B)), to an area eligible for assistance under title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2))

2. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons. (Section 205(c)(20))

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of section 106 and section 107 of the Act.
ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been duly authorized.

Mariposa County Employment and Training Office
(Legal Name of Applicant)

P.O. Box 278
(Address)

(Signature of Chief Elected Official or His/Her Designee)

Mariposa, California 95338

John L. Rotondo, Project Administrator
(Typed Name & Title of Chief Elected Official or His/Her Designee)

February 1, 1977
(Date of Application)
CETA 28 Initial Request for Advance Funds

INITIAL REQUEST FOR ADVANCE FUNDS
CETA - BALANCE-OF-STATE

Name of Subgrantee: Mariposa County Employment and Training Office
Registration #: 77001591

Normal Payroll Dates: March 1, 1977 April 1, 1977 May 1, 1977

SCHEDULE OF CASH NEEDS FOR THE FIRST TWO MONTHS OF THE SUBGRANT

Schedule for the Month of February, 1977

<table>
<thead>
<tr>
<th>Funds arriving on</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Administrative Costs</td>
<td>$ 786.50</td>
</tr>
<tr>
<td>Participants Payroll</td>
<td>$ 7,078.50</td>
</tr>
<tr>
<td>Other Costs</td>
<td>$ 7,865.00</td>
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Schedule for the Month of March, 1977

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</table>

REMARKS (Use additional sheets if necessary)

Submitted by: John L. Rotondo
Project Administrator

Signature: [Signature]
Type of Request: [Type of Request]

Feb. 1, 1977 (209) 966-3643
Date Phone Number
STATE OF CALIFORNIA
Resources Agency
Department of Parks and Recreation

PROJECT AGREEMENT
STATE BEACH, PARK, RECREATIONAL AND HISTORICAL FACILITIES
BOND ACT of 1974

Project Title: Mariposa County Courthouse

Applicant: County of Mariposa
Project Number: 22-0006

Project Performance Period: Date of approval to June 30, 1979

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

The County of Mariposa will restore a portion of the Historic County Courthouse located between Bullion and Jones, between 9th and 10th Streets. Development will include stabilization of clock tower, reconstruction of picket fence, wiring and exterior painting and repair.

Budget Act of: 1976
Item Number: 414(92)

1. Allocated for acquisition
2. Allocated for development: $21,000

Total State Grant not to exceed: $21,000

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

County of Mariposa

By: [Signature]
Title: Mariposa County Board of Supervisors
Date: February 8, 1977

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: [Signature]
Title: [Position]
Date: [Date]
STATE BEACH, PARK, RECREATIONAL AND HISTORICAL FACILITIES BOND ACT OF 1974
Project Agreement
Special Provisions

General Provisions

A. Definitions

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

2. The term "Act" as used herein means the State Beach, Park, Recreational and Historical Facilities Bond Act of 1974 as amended.

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

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

B. Project Execution

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Project Administration

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

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

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

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

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

E. Project Termination

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

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

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

F. Hold Harmless

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

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

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

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

G. Financial Records

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

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

2. The Applicant may use any generally accepted accounting system provided such system meets the minimum requirements as may be established by State.

H. Use of Facilities

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

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

I. Nondiscrimination

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

2. The Applicant shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
Project Title: Cathey's Valley Park
Applicant: County of Mariposa
Project Number: 22-0001
Project Performance Period: Date of approval to June 30, 1979

Description of Project (and purposes for which grant moneys were requested):
The County of Mariposa will develop Cathey's Valley Park located adjacent to California State Highway 140, one mile east of Hornitos Road junction. Development will include leveling and paving of park entrance, picnic area access and parking area, and development of picnic stoves and tables.

Budget Act of 1976
Item Number 414 (87)

1. Allocated for acquisition
2. Allocated for development $9,000
Total State Grant not to exceed $9,000

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

County of Mariposa

By: Frank L. Long, Chairman
Title: Mariposa County Board of Supervisors
Date: February 8, 1977

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: ___________________________
Title: __________________________
Date: __________________________
STATE BEACH, PARK, RECREATIONAL AND HISTORICAL FACILITIES BOND ACT OF 1974
Project Agreement
Special Provisions

General Provisions.

A. Definitions

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

2. The term "Act" as used herein means the State Beach, Park, Recreational and Historical Facilities Bond Act of 1974 as amended.

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

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

B. Project Execution

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

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

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

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

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

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

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

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

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

8. Applicant in acquiring real property, the cost of which is to be reimbursed with grant moneys under this agreement, shall comply with Chapter 10 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request.
C. Project Costs

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

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

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

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

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

D. Project Administration

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

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

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

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

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

E. Project Termination

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

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

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

F. Hold Harmless

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

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

3. In the event State is named as codefendant under the provisions of Government Code Section 805 et seq., the Applicant shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event State shall bear its own litigation costs, expenses, and attorney’s fees.

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

G. Financial Records

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

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H. Use of Facilities

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

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

I. Nondiscrimination

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

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

PROJECT AGREEMENT  
STATE BEACH, PARK, RECREATIONAL AND HISTORICAL FACILITIES  
BOND ACT of 1974  

Project Title: **Coulterville Park**  

Applicant: **County of Mariposa**  
Project Number: **22-0002**  

Project Performance Period: **Date of approval to June 30, 1979**  

Description of Project (and purposes for which grant moneys were requested):  
The County of Mariposa will develop at Coulterville Park tennis courts with lighting and fencing, site preparation and an irrigation system. The project is located at the junction of California State Highway 49 and 132 within the town of Coulterville.

Budget Act of **1976**  
Item Number **414 (88)**

1. Allocated for acquisition
2. Allocated for development **$29,000**

Total State Grant not to exceed $ **29,000**

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

**County of Mariposa**  
Applicant  

By  
Frank L. Long, Chairman  
Mariposa County Board of Supervisors  

Date **February 8, 1977**

By  

Title  

Date  

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

DPR 463 (Rev. 4/76)
STATE BEACH, PARK, RECREATIONAL AND HISTORICAL FACILITIES BOND ACT OF 1974

Project Agreement
Special Provisions

General Provisions

A. Definitions

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

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

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

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2. The Applicant shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
SPECIAL USE PERMIT
Act of October 21, 1976 (P.L. 94-579)
and
Act of June 4, 1997
This permit is revocable and nontransferrable
(Ref. Fed 2710)

<table>
<thead>
<tr>
<th>a. Record no. (1-2)</th>
<th>b. Region (3-4)</th>
<th>c. Forest (5-6)</th>
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<td>i. Card no. (21)</td>
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Permission is hereby granted to Mariposa County
of C/O Board of Supervisors, Courthouse, Mariposa, California 95338, hereinafter called the permittee, to use subject to the conditions set out below, the following described lands or improvements:

Portions of National Forest land located in:
S1/2, SW1/4, Section 13 and the N1/2, NW1/4, Section 24, T.55N, R.21E., MDM as shown on Exhibit A, which is attached hereto and made a part of this permit.

This permit covers 2.0 acres and/or ___ miles and is issued for the purpose of:

Maintaining and operating a public solid waste disposal site (sanitary landfill).

1. Construction or occupancy and use under this permit shall begin within ___ months, and construction, if any, shall be completed within ___ months, from the date of the permit. This use shall be actually exercised at least 365 days each year, unless otherwise authorized in writing.

2. In consideration for this use, the permittee shall pay to the Forest Service, U.S. Department of Agriculture, the sum of $___00.00 to $___00.00 for the period from ___ to ___ , 19___, and thereafter annually on ___ , 19___, and thereafter annually on ___ , ___ Dollars ($___00.00). Provided, however, Charges for this use may be made or readjusted whenever necessary to place the charges on a basis commensurate with the value of use authorized by this permit.

3. This permit is accepted subject to the conditions set forth herein, and to conditions 18 to 31 inclusive attached hereto and made a part of this permit.

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<th>PERMITTEE</th>
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<td></td>
<td>Mariposa County</td>
<td>By: Chairman, Board of</td>
<td>Feb. 8, 1977</td>
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<tr>
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<tr>
<td></td>
<td></td>
<td>Forest Supervisor</td>
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(CONTINUED ON REVERSE)
4. Development, layout plans; construction, reconstruction, or alteration of improvements; or revision of layout or construction plans for this area must be approved in advance and in writing by the forest supervisor. Trees or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid for by the permittee as follows: Merchantable timber appraised value; young-growth timber below merchantable size at current damage appraisal value; provide that the Forest Service reserves the right to dispose of the merchantable timber to others than the permittee at no stumpage cost to the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.

5. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.

6. This permit is subject to all valid claims.

7. The permittee, in exercising the privileges granted by this permit, shall comply with the regulation of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

8. The permittee shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.

9. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the National Forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

10. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

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

12. Upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable 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 restoration of the site.

13. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner provided is qualified as a permittee and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospecting circumstances may warrant, his continued occupancy of the premises may be authorized by permit to him if, in the opinion of the issuing officer or his successor, issuance of a permit is desirable and in the public interest.

14. In case of change of address, the permittee shall immediately notify the forest supervisor.

15. The temporary use and occupancy of the premises and improvements herein described may be sublet by the permittee to third parties only with the prior written approval of the forest supervisor but the permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

16. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the regional forester or the Chief, Forest Service.

17. In the event of any conflict between any of the preceding printed clauses or any provisions thereof an any of the following clauses or any provisions thereof, the following clauses will control.
18. NONDISCRIMINATION, SERVICES

During the performance of this permit, the permittee agrees:

a. In connection with the performance of work under this permit, including construction, maintenance, and operation of the facility, the permittee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

b. The permittee and his employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, religion, sex, or national origin by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally.

c. The permittee shall include and require compliance with the above nondiscrimination provisions in any subcontract made with respect to the operations under this permit.

d. Signs setting forth this policy of nondiscrimination to be furnished by the Forest Service will be conspicuously displayed at the public entrance to the premises, and at other exterior or interior locations as directed by the Forest Service.

19. INDEMNIFICATION OF UNITED STATES

The permittee shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of National Forest lands under this permit.

20. WATER POLLUTION

No waste or byproducts shall be discharged if it contains any substance in concentrations which will result in substantial harm to fish and wildlife, or to human water supplies.

Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters, or channels leading into water, that would result in substantial harm to fish and wildlife or to human water supplies.
21. **ESTHETICS**

The permittee shall protect the scenic esthetic values of the area under this permit, and the adjacent land, as far as possible with the authorized use, during construction, operation, and maintenance of the improvements.

22. **EROSION CONTROL**

The permittee shall be responsible for the prevention and control of soil erosion and gullying on the area covered by this permit and lands adjacent thereto, and shall provide preventive measures as required by specification attached to and made a part of this permit designated "Operational Requirements For Sanitary Landfill".

23. **REVEGETATION, SURFACE RESTORATION OF TOPSOIL**

Topsoil shall be stripped from the permitted area and be deposited in storage piles apart from other excavated material. After the desired amount of material has been removed, and the resulting pit has been trimmed and smoothed as required, the stored topsoil shall be evenly spread over exposed subsoil to the extent that may be practicable, and shall be revegetated.

24. **REVEGETATION, SURFACE RESTORATION, SEEDING OR PLANTING**

Seeding or planting will be done at a time of the year, in a manner, and with species which the District Ranger considers offer the best chance of success and will be repeated annually until such areas are accepted in writing by the District Ranger as satisfactorily revegetated and stabilized.

25. **RISK AND HAZARDS**

Avalanches, rising waters, high winds, falling limbs or trees, and other hazards are natural phenomena in the forest that present risks to the permittee's property which the permittee assumes. The permittee has the responsibility of inspecting his site, lot, right-of-way and immediate adjoining area for dangerous trees, hanging limbs and other evidence of hazardous conditions and, after securing permission from the Forest Service, of removing such hazards.
26. **PERMIT TERMINATION**

Unless sooner terminated or revoked in accordance with the provisions of the permit, this permit shall expire and become void on December 31, 1977, but a new permit to occupy and use the same National Forest land may be granted provided the permittee will comply with the then-existing laws and regulations governing the occupancy and use of National Forest lands.

27. **FIREBREAK**

A firebreak, not less than 10 feet wide, is to be constructed and maintained by the permittee in a location approved by the District Ranger.

28. **FIRE PREVENTION AND SUPPRESSION**

The permittee shall do everything reasonably within its power and shall require its employees, contractors, and employees of contractors to do everything reasonably within their power, both independently and upon request of the Forest Service to prevent and suppress fires on or near the lands to be occupied under this permit.

29. **LIVE TREES AND FENCING**

All fences constructed under this permit will be attached to posts and in no case will the fence wire be fastened to live trees.

The entire sanitary landfill area is to be enclosed with a fence consisting of four-inch wire mesh, at ground level to a height of six feet, using wood or metal posts, spaced at a maximum of 15-foot intervals.

30. **ARCHAEOLOGICAL—PALEONTOLOGICAL DISCOVERIES**

If, during excavation work, items of substantial archaeological or paleontological value are discovered, or a known deposit of such items is disturbed, the permittee will cease excavation in the area so affected. He will then notify the Forest Service and will not resume excavation until written approval is given.
31. SUPERSEDED PERMIT

This permit supersedes a special-use permit designated: Mariposa County, Disposal Area (Sanitary Landfill), June 2, 1971.
OPERATIONAL REQUIREMENTS FOR SANITARY LANDFILL

The following minimum standards shall apply to the operation of a landfill on National Forest land:

a. A cattle guard shall be provided where the fence crosses the access road.

b. Access to the site by unauthorized persons shall be limited by suitable fencing.

c. A portable fence shall be placed near the unloading and spreading area to catch wind-blowed paper and other materials, and the entire area shall be policed regularly.

d. Wastes shall be spread and compacted in shallow layers not exceeding a depth of two (2) feet of compacted material. Individual lifts shall not exceed eight (8) feet in depth.

e. The solid wastes shall be compacted and covered with at least six (6) inches of suitable compacted cover material at the end of each day's operation. The final cover for the landfill area shall be a layer of suitable compacted material at least two (2) feet thick.

f. There must be at least four (4) feet of soil material between the bottom of the refuse and solid rock.

g. There must be at least six (6) feet of suitable soil material between the bottom of the refuse and limestone or coarse sand or gravel.

h. Sewage solids or liquids (septic tank or cesspool pumpings and sewage sludge and grit) shall not be disposed of in the landfill.

i. Adequate drainage and drainage devices shall be provided to minimize drainage onto and into the fill, to prevent erosion or washing of the fill or fill cover, to drain off rainwater falling on the fill, and to prevent the collection of standing water.
j. Vectors, such as flies, mosquitos, and rodents, shall be controlled, as necessary, by supplemental methods.

k. A site having a slope greater than 15% is generally unsuitable for a landfill.

l. The depth from the bottom of the refuse to the seasonally high water table shall not be less than six (6) feet.

m. The landfill site shall not be subject to flooding.

n. Landfills shall be located a minimum of 300 feet from lakes, watercourses, or potable water supplies.

o. Suitable measures shall be taken to control dust wherever necessary on the site or on the access road.

p. There shall be no burning at the landfill site.

q. Motor vehicles, agricultural equipment, or parts thereof shall not be disposed of in the landfill.

r. There shall be no salvaging at the landfill site.

s. Adequate records should be kept to aid in evaluating the landfill and in planning for future installations.
The Board of Supervisors of the County of Mariposa met this 14th day of February, in an adjourned session, with all members present.

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

The Board adjourned for lunch.

On motion of Ownings, seconded by Walton, Tom R. Richardson is to remain Chairman of the Building Dept. Study and Screening Committee. Supervisor Dalton is the Board's liaison member of the Screening Committee.

On motion of Walton, seconded by Ownings, the Board met in executive session of personnel matters and reconvened in regular session.

The Board adjourned to meet again in regular session, Tuesday, February 15, 1977 at 10:00 a.m.

FRANK L. LONG, 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 15th day of February, 1977 with all members present.

The minutes of the meeting of February 8, 1977 were approved as corrected.

The following claims were approved as presented:

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On motion of Dalton, seconded by Clark, the Chairman was authorized to sign Grant Award from the Office of Criminal Justice Planning for crime control under the Safe Streets Act (PL 91-644). Res. 77-13, was passed and adopted for second year funding for total application of resources to prevention, on motion of Dalton, seconded by Walton. Res. 77-14, was passed and adopted, for third year funding for total application of resources to prevention, on motion of Clark, seconded by Dalton.

Charles Darcy, Chairman of the Mariposa North Water Study Committee, presented statement regarding proposals to provide or expand the water supply to the Mariposa North area and MPUD.

Charles Darcy and Reno Ferrero were appointed to the Mariposa County Wide Water Study Committee, effective immediately.

On motion of Clark, seconded by Dalton, the Board upholds the Patterson's appeal to the Planning Commission's denial of Land Division Application No. 531 and makes the following findings of fact:
1. There is a dedicated county road of 60' in width physically dividing the Patterson 40 acre parcel.
2. County services for the area are not too far distant.
3. A sewage disposal system meeting the requirements of the County Sanitarian will be installed.

Ayes: Clark, Dalton, Walton, & Owings. No: Long.

Ordinance No. 444, amending Ordinances No. 387 and 415, stating that the Planning Commission shall meet 4 times per month, was presented and read. Vote to be held February 22, 1977.

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There being no further business, the Board adjourned to meet again in regular session, Tuesday, February 22, 1977.

FRANK L. LONG, JR, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk &
Ex-Officio Clerk of the Board
The Office of Criminal Justice Planning, hereinafter designated "OCJP", hereby makes a grant award of funds to the County of Mariposa, hereinafter designated "Subgrantee", under the provisions of (check one)  

Program Category

<table>
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<th>2. Project Title</th>
<th>Award No. 5.</th>
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<th>3. Project Director (Name, Address, Telephone)</th>
<th>Federal Amount 7. $22,357</th>
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<td>Paul E. Paige, Sheriff-Coroner</td>
<td>State Buy-In 8. $1,242</td>
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<tr>
<td>Mariposa County Sheriff's Department</td>
<td>Applicant Hard Match 9. $1,242</td>
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<tr>
<td>P. O. Box 276</td>
<td>Other Match (JJ only) 10.</td>
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<tr>
<td>Mariposa, CA 95338 (209) 966-3614</td>
<td>Total Project Cost 11. $24,841</td>
</tr>
</tbody>
</table>

This grant award consists of this title page, the application for the grant which is attached hereto as Attachment A and made a part hereof, and the Standard Grant Award Conditions which are attached hereto as Attachment B and made a part hereof.

The Subgrantee hereby signifies its acceptance of this grant award and agrees to administer the grant project in accordance with the terms and conditions set forth in or incorporated by reference in this grant award and the applicable provisions of the Crime Control Act identified above.

The Subgrantee certifies that federal and state funds received will not be used to replace local funds that would, in the absence of such federal and state aid, be made available for the activity being supported under this agreement.

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

OFFICE OF CRIMINAL JUSTICE PLANNING, STATE OF CALIFORNIA

Executive Director, OCJP Date

GENERAL FUND

ITEM

OCJP Fiscal Officer
OCJP Form 502 Revised 7-1-76

-2-
AGREEMENT

Agreement made February 15th, 1977, between the COUNTY OF MARIPOSA, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Mrs. Jennie Enos, a married woman, hereinafter referred to as SALVAGER.

STATEMENT OF CONTRACT

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

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

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

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

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

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

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

Executed this 15th day of February, 1977; at Mariposa California.

SALVAGER:

Jennie Enos

COUNTY OF MARIPOSA:

Frank L. Long, Jr., Chairman
Board of Supervisors
BOARD OF SUPERVISORS

February 14, 1977

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

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ATTEST:

ELLEN BRONSON, County Clerk & Ex-
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FRANK L. LONG, JR., Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk &
Ex-Officio Clerk of the Board
The Office of Criminal Justice Planning, hereinafter designated "OCJP", hereby makes a grant award of funds to __________, the County of Mariposa, hereinafter designated "Subgrantee", under the provisions of (check one) ☐ Title I, Part C, Omnibus Crime Control and Safe Streets Act of 1968 (PL 90-351), as amended, hereinafter designated "Crime Control Act" (or) ☐ Juvenile Justice and Delinquency Prevention Act of 1974 (PL 93-415), hereinafter designated "Juvenile Justice Act", in the amount and for the purpose and duration set forth in this grant award.

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<tbody>
<tr>
<td>Barbara Saye, Auditor Recorder Office</td>
<td>7. $22,357</td>
</tr>
<tr>
<td>Mariposa County</td>
<td></td>
</tr>
<tr>
<td>Mariposa, CA 95338 (209) 966-5719</td>
<td></td>
</tr>
</tbody>
</table>

This grant award consists of this title page, the application for the grant which is attached hereto as Attachment A and made a part hereof, and the Standard Grant Award Conditions which are attached hereto as Attachment B and made a part hereof.

The Subgrantee hereby signifies its acceptance of this grant award and agrees to administer the grant project in accordance with the terms and conditions set forth in or incorporated by reference in this grant award and the applicable provisions of the Crime Control Act identified above.

The Subgrantee certifies that federal and state funds received will not be used to replace local funds that would, in the absence of such federal and state aid, be made available for the activity being supported under this agreement.

________________________
Date

________________________
Name: Frank L. Long
Title: Chairman of the Board
Telephone: 966-2006
Address: P.O. Box 247, Mariposa CA.

SPECIAL DEPOSIT FUND LEAA, Fiscal Year

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

________________________
OCJP Fiscal Officer
OCJP Form 502 Revised 7-1-76
AGREEMENT

Agreement made __February 15th__, 1977, between the
COUNTY OF MARIPOSA, a political subdivision of the State of
California, hereinafter referred to as COUNTY, and Mrs. Jennie
Enos, a married woman, hereinafter referred to as SALVAGER.

STATEMENT OF CONTRACT

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

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

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

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

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

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

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

Executed this 15th day of February, 1977;
at Mariposa California.

SALVAGER:

Jennie Enos

COUNTY OF MARIPOSA:

Frank L. Long, Jr., Chairman
Board of Supervisors
The Board of Supervisors of the County of Mariposa met this 22nd day of February, 1977, with all members present.

The Board minutes of February 14 and 15, 1977 were approved as mailed.

Peter Artero, Road Commissioner, discussed road matters.

The time being 10:30 a.m. bids were opened for culverts for the Road Department. All bids were referred to the Road Commissioner for recommendation.

The time being 10:45 a.m. the public hearing for the Final Negative Declaration regarding the Coulterville Water Project was opened. The declaration was read. On motion of Dalton, seconded by Walton, the Negative Declaration is accepted as presented, recommendations of the ERC-TAC having been incorporated and Notice of Determination to be filed with the Secretary of Resources.

Roger H. Grammar, District 5, was appointed to the County Wide Water Study Committee, effective immediately.

On motion of Owings, seconded by Clark, Res. 77-15, was passed and adopted, the Board of Supervisors acting for the Boards of Directors of the Mariposa Public Utility District and Yosemite-Alpine Community Services District, relating to emergency funds for water.

H. D. Horan discussed connection to the County Service District 1-M (Mariposa Pines) sewage services. Mr. Horan proposed splitting his 60 acre parcel into 4 parcels, 2 of which would be within the Service District. The Board of Supervisors acting as the Board of Directors of the County Service District 1-M (Mariposa Pines) took the following action: On motion of Dalton, seconded by Owings, Mr. Horan is allowed 2 connections only to the sewage system, should any further divisions take place there are to be no further connections to the system. Ayes: Dalton, Long, Walton, Owings. Absent: Clark.

Paul Gregory, Surveyor, acting for Lee Manning, discussed problems of Land Division Application No. 525, regarding certificate of completion.

On motion of Clark, seconded by Owings, the Board met in executive session on personnel matters to interview prospective applicants for the position of County Counsel & Administrative Assistant to the Board and reconvened in regular session.

On motion of Clark, seconded by Owings, the Chairman was authorized to sign the Federal Assistance Application for Acquisition of Mariposa-Yosemite Airport Avigation Easement, Standard Sponsor Assurance to accompany application and Letter to Frederick Isaac of FAA.

On motion of Clark, seconded by Walton, Res. 77-16, was passed and adopted, pertaining to the operation, garaging and maintenance procedures of County-owned vehicles.

On motion of Clark, seconded by Owings, Res. 77-17, was passed and adopted, regarding orderly correction of land division violations by certificate of compliance procedures.

Ord. 444, was passed and adopted having been previously presented, Planning Commission to meet 4 times a month.

On motion of Clark, seconded by Dalton, the following step raises were approved upon recommendation of department heads: Mary Kenney, Probation Office, Range 13, Step B, eff. 3/1/77 and Ann Means, Deputy Sheriff, Range 26, Step B, eff. 3/15/77.

On motion of Clark, seconded by Dalton, the following travel requests were approved: John Anderson, Farm Advisor, Range Conf., 2/23/77, Fresno---Pest Management Conf., 2/24/77, Visalia---Animal Science Conf., 3/9-10/77, Davis; Rich Begley, Parks & Rec. Director and 2 Commissioners, Statewide Conf.
2/25/77 to 3/1/77, I heim; Welfare Dept., Lois -wis, Child Abuse ID Workshop, Madera, 2/10/77- nunc pro tunc---Lois Lewis & Arlin Baldwin 2/24/77 - 3/24/77 - 4/7/77, Child Abuse ID Workshop, Madera ---Lois Lewis, Mental Health Advisory Board regional Workshop, 3/9/77, Fresno, Barbara Saye, Aud.-Rec. and Peter Artero, Road Commissioner, Transportation Training workshop re: SB325, Stockton 2/25/77; Bruce Jacobs, Planning Commission Chairman, Annual Planning Directors Assoc. meeting, 2/24-25/77.

On motion of Walton, seconded by Clark, Res. 77-18, was passed and adopted, transfers within Farm Advisor's budget.

On motion of Clark, seconded by Owings, Res. 77-19, was passed and adopted, endorsing the California Joint Rules Committee Res. No. 30 relative to "California's Forgotten Victims Week" which will be observed April 25 through April 29.

The Board of Supervisors' agenda of March 22, 1977 is closed as of this date. It is necessary for several Board members to be in Sacramento that afternoon. The Board will meet to take care of Road Department and Planning Commission matters only. Clerk to notify Mr. Peter Diaz, Office of Planning and Research, and set his appointment with the Board for the earliest possible date.

The Board of Supervisors will meet the fifth Tuesday of March, March 29, 1977. Clerk to publish notice.

On motion of Clark, seconded by Owings, the Board met in executive session on personnel matters for the purpose of interviewing applicants for the position of County Counsel and reconvened in regular session.

On motion of Clark, seconded by Owings, Neil Van Winkle is appointed County Counsel and Administrative Assistant to the Board of Supervisors by unanimous vote. The Board will determine the starting date for the new County Counsel February 28, 1977.

Clerk to notify all department heads to meet with Supervisors Owings and Clark, March 1, 1977 at 11:00 a.m. in the Board room, to discuss insurance, travel, personnel, pool car and miscellaneous other matters.

The Board authorizes Supervisor Owings to go to Burlingame and look over the AMC cars offered, which could be used for a second pool car for the county. He is further authorized to sign any necessary papers.

On motion of Dalton, seconded by Clark, County Counsel, Bruce Eckerson, is authorized to sign Step 2 Grant Award Agreement for $62,850 to assist in design of wastewater treatment facilities for Coulterville Service Area #1.

On motion of Dalton, seconded by Walton, the low bid of Kaiser Aluminum & Chemical Sales, Inc of $7,992.19, culverts for the Road Dept., was accepted upon recommendation of the Road Commissioner.

On motion of Clark, seconded by Walton, the Board supports SB193 (Zenovich) and AB293(Boatwright) Agricultural Land Use Legislation and opposes AB 222 (Warren). Clerk to contact Tim Leslie, Legislative Representative, CSAC.

Supervisor Jim Owings appointed to the Local Planning Council of CETA, Tom Richardson to remain as public member on the Council.

On motion of Dalton, seconded by Owings, the Board authorizes the removal of signs on County property outside the Town of Coulterville. Clerk to notify the owners that they have 40 days to remove the signs. Supervisor Dalton to supply the owners' names and addresses.

There being no further business the Board adjourned to meet again in regular session Monday, February 28, 1977 at 10:00 a.m.

ATTEST: (Signature)

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

ELLEN BRONSON, County Clerk & Ex-Officio Clerk of the Board
On motion of Clark, seconded by Dalton, the Board goes on record in support of SB 124 which provides for audio recording of depositions pursuant to a court order after a notice and motion hearing. The Clerk was directed to notify Senators Zenovich and Carpenter and Assemblyman Maddy of the Board's support of said bill.

The time being 10:30 a.m. the public hearing of appeal of Planning Commission finding of fact #3 on land division application #558 (Locke) was opened. On motion of Clark, the Board will uphold the decision of the Planning Commission and the finding of fact. Motion died for lack of a second. On motion of Clark, seconded by Dalton, the appeal of Planning Commission finding of fact #3 on land division application #558 (Locke) was denied.

Carmen Holmes discussed a proclamation regarding Girl Scout Week. On motion of Dalton, seconded by Dalton, Res. 77-20, was passed and adopted, proclaiming March 6 through March 12, 1977 to be Girl Scout Week.

Elmer Lorenzi of Lorenzi-Masasso Insurance Agency discussed insurance problems with the Board.

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

Steve Dunbar, Assessor, discussed personnel and travel matters. On motion of Dalton, seconded by Clark, Res. 77-21, was passed and adopted, adding two trainee Appraiser A at range 22 and dropping the Appraiser III position from the salary resolution, effective 4/1/77.

Ewen Reneau and G. H. Nichols discussed various matters regarding the Mariposa Parking District. The Board of Supervisors, acting as the Board of Directors of the Mariposa Parking District took the following action: On motion of Walton, seconded by Owings the chairman was authorized to sign the amendment to the lease agreement of the Mariposa Parking District. On motion of Clark, seconded by Walton, the Chairman was authorized to sign the architectural engineering agreement with McGlassen and Associates. On motion of Walton, seconded by Clark, the Chairman was authorized to sign the Depository Bank Acceptance and Confirmation Statement after completion by the Auditor-Recorder.

Orin Bennett, CH2M Hill, discussed the Mariposa North Investigation and Coulterville Step 2 Grant. On motion of Dalton, seconded by Owings, Chairman was authorized to sign the amendment to agreement between the County of Mariposa and CH2M Hill to conform with EPA standards. On motion of Dalton, seconded by Walton, County Counsel was authorized to sign authorization for final design services for the Coulterville County Service Area No. 1 Waste-Water System. On motion of Dalton, seconded by Clark, the Chairman was authorized to sign for design services for Water Supply, Storage & Distribution Facilities for Coulterville.

Supervisor Dalton, was excused from the meeting to discuss matters pertaining to the Coulterville Water Project with Counsel and Orin Bennett.

Barbara Saxe, Auditor-Recorder, discussed budget matters. Res. 77-22, Misc. transfers and appropriations, was passed and adopted, on motion of

On motion of Clark, seconded by Owings, the Board will present an argument in favor of Mariposa County Ordinance No. 430. County Counsel to prepare the argument. Ayes: Clark, Long, Walton, Owings. Absent: Dalton

On motion of Clark, seconded by Owings, Res. 77-23, was passed and adopted, notice of intention to sell tax deeded property. Ayes: Clark, Long, Walton, Owings. Absent: Dalton.

On motion of Clark, seconded by Walton, the following travel requests were granted: Judge Mueller, Justice Court, Courts Workshop, Newport Beach, 3/18-20/77; Pat Moser, Clerk, Health Dept., Crippled Children Services meeting, 3/4/77, Fresno; Jean Gabrielson, Assessor's Office, Commodity Valuation workshop, 3/2/77, Fresno; Steve Dunbar, Assessor, to Timber Audit Seminar for guaranteed revenue returns, and meet with William Riley, State Board of Equalization, 3/1-2/77, Sacramento and California Assessor's Assoc. Annual meeting 3/15-17/77, Modesto; County Clerk and 4 deputies to Central Area Workshop, 3/26/77, Fresno, use of pool car approved; John Thomson, Sanitarian and Dr. Avery Sturm to Placerville 3/2/77 for Air Conservation Informational Workshop; Judge Mueller, Justice Court, Region I Criminal Justice Planning Board, 2/24/77, Modesto (Nunc pro tunc); Lois Lewis and Carol Langley, Welfare Dept., Fresno, 2/24/77, Estimating and budgeting workshop (Nunc pro tunc).

On motion of Clark, seconded by Dalton, Res. 77-24, passed and adopted, authorizing Chairman to sign agreement for distribution of funds for Mariposa County Volunteer Fire Departments for alert monitors.

On motion of Clark, seconded by Owings, the Board appoints Neil B. Van Winkle as County Counsel, effective 2/28/77.

On motion of Clark, seconded by Walton, the Board authorized Neil Van Winkle to appoint Bruce Eckerson as Special Counsel at his present salary including benefits until April 11, 1977.

On motion of Walton, seconded by Owings, Tax Cancellation No. 76-33, Unsecured, was granted.

There being no further business the Board adjourned to meet with the Planning Commission, John Thomson, Sanitarian, Tom Skinner of MCAG, Directors and Manager of MPUD at 7:00 p.m. for the purpose of obtaining pertinent facts that will be necessary for the informal public meeting, regarding water problems, to be held at the High School Auditorium on March 15, 1977 at 7:00 p.m.

The Board met in adjourned session with all members present. Planning Commissioner, Bruce Jacobs, Kathleen Bagwell, Richard Kelley, Robert Bevington, H. Forbes Simpson, Forrest Fuller, Joan Tune and Harold V. Locke, present. J. L. Spriggs, Ralph Walker, and H. H. Bondshu, Director of MPUD, George Matlock, general manager of MPUD, Tom Skinner of MCAG and John Thomson, Sanitarian were present.

General Discussion was held regarding water problems and possible solutions. Discussion was also held regarding an amendment to Ord. 429 regarding water requirements on 6 acre parcels in minor subdivisions.

The Board adjourned at 10:00 p.m. to meet again in regular session, Tuesday, March 8, 1977 at 10:00 a.m.

ATTEST:

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

FRANK L. LONG, JR., Chairman
Board of Supervisors
STATE OF CALIFORNIA
The Resources Agency

Agreement for DISTRIBUTION OF FUNDS under the Rural Community Fire Protection Program of Title IV, Rural Development Act of 1972 between the State of California and

Mariposa Vol. - Mariposa County

THIS AGREEMENT FOR DISTRIBUTION OF FUNDS, made and entered into this ___28th___ day of ___February___, 1977, by and between the State of California acting by and through the Director of the Department of Forestry with approval of the Director of the Department of General Services, hereinafter called the "State" and ___Mariposa Vol.___, hereinafter called the "Local Agency"

covenants as follows:

A. WHEREAS, the State has been approved as an agent of the U.S. Forest Service for the purpose of administering Title IV - Rural Development Act of 1972 (PL 92-419) Rural Community Fire Protection Program, hereinafter referred to as R.D.A., and

B. WHEREAS, the R.D.A. has made funds available to the State for redistribution, under certain terms and conditions to the Local Agency, to assist the Local Agency in upgrading the fire protection capability of the Local Agency, and

C. WHEREAS, the Local Agency desires to participate in said R.D.A.

NOW, THEREFORE, it is mutually agreed that:

(a) The State will grant to the Local Agency, from funds made available to the State by the Federal Government, the sum of $1,110
pursuant to terms and conditions contained in Section II below for specific projects identified in Exhibit A attached hereto. This sum is the sole and maximum payment which the State will make pursuant to this Agreement.

SECTION I

A. Any and all funds granted to the Local Agency under the terms of this Agreement, hereinafter referred to as R.D.A. funds, shall be matched, on a dollar-for-dollar basis, for each project listed on attachment/s hereto identified as Exhibit A. No amount of unpaid "contributed" or "volunteer" labor or services shall be used or considered in calculating the amount "... actually spent ..." by the Local Agency.

B. A project to be funded as contemplated hereunder is defined as a distinct function or two or more closely related functions designed or performed to assist the Local Agency to organize, train and equip local forces in rural areas and communities to prevent, control and suppress fires threatening life, resources, and improvements within the confines of the area of operation of the Local Agency.

C. In the event funds are advanced for two or more separate but closely related projects, the cost sharing formula will be applied to the total cost of such combined projects.

D. Funds advanced or otherwise paid to the Local Agency which are in excess of the amount "earned" by the Local Agency as contemplated in Sections A, B, and C, above, shall be returned to the State within 45 days after completion of the project.

E. The State reserves the right to examine and study records of the Local Agency which are relative to a grant under this Agreement for a period ending four years after the "completion" of a project. Completion is herein
contemplated to be the date when the funded activity or project is finalized—such as the final training session, or evaluation is given for a training program or a final report is accepted and acted upon for a planning program or a piece of fire apparatus is equipped and placed in service after acquisition and/or buildup.

P. In the event of any dispute over qualifying expenditures of the Local Agency, the dispute will be decided by the State and its decision shall be binding and final.

C. In the event that the total cost of a funded project exceeds the estimate of costs upon which this grant is made, the Local Agency may reapply for funds to cover the grant share of the actual "over run". However, there is no assurance that any such funds are or may be available.

H. Expenditure of the funds distributed by the State herein is subject to the same limitations as placed by Title IV of Public Law 92-419, known as the Rural Development Act of 1972, upon expenditure of United States Government funds including the provisions of the attached Exhibit B.

SECTION II

A. The parties hereto agree that the Local Agency, its officers, employees, agents, servants, contractors, volunteers, paid call firemen and others acting on behalf of the Local Agency performing under the terms of this Agreement, are not acting as officers or employees or agents of the State or the Federal Government.

B. The Local Agency agrees to defend, indemnify, save and hold harmless the State, as defined herein, and the Department of Forestry, their officers, agents and employees, against any and all claims, demands, causes of action, or liability of any kind whatsoever arising out of the acts of the Local Agency, its agents or employees in performance of any function provided for under the terms of this Agreement.
C. The term of this Agreement is for a maximum period of one year from the date shown above not to exceed 45 days after any completion date set forth in Exhibit A. It may be extended or amended by mutual consent expressed in writing, subject to approvals required by law.

D. The Local Agency shall submit to the State, prior to the termination date provided in C above, a statement detailing the qualifying expenditures made under Section I A above.

E. The mailing address of the parties hereto, for all notices, payments, repayments or any other activity required or contemplated under the terms of this Agreement are:

Local Agency: Mariposa Vol.

State: State of California, Department of Forestry,
1416 - 9th Street, Sacramento, California 95814.

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

Herein Called Local Agency

By

Signature

FRANK L. LONG

Typed or Printed Name

Chairman, Mariposa County Board of Supervisors

Title

STATE OF CALIFORNIA
Department of Forestry

APPROVED:

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
STATE OF CALIFORNIA  
DEPARTMENT OF CONSERVATION  
DIVISION OF FORESTRY  

APPLICATION FOR ASSISTANCE (GRANT)  
RURAL DEVELOPMENT ACT OF 1972  
P.L. 92-419 TITLE IV  
RURAL COMMUNITY FIRE PROTECTION

A. NAME OF APPLICANT  
Mariposa County Volunteer Fire Department

B. ADDRESS  
5366 Highway 49 North

C. CITY  Mariposa  
ZIP CODE  95338  
COUNTY  Mariposa  
SEC 
TWP 
RNG

D. DESCRIPTION OF PROJECT:  
Communications & Vehicles

E. NUMBER OF COMMUNITIES BENEFITED:  
11

F. TOTAL COST OF PROJECT:  
$ 2,220.00

G. TOTAL GRANT REQUESTED (UP TO 50% OF PROJECT):  
$ 1,110.00

H. POPULATION DIRECTLY BENEFITING FROM THE PROJECT:  
8000

I. ASSESSED VALUATION PROTECTED  
44,310,375.

J. TOTAL AREA (SQ.MI. OR ACRES) BENEFITING FROM PROJECT:  
495,374 ac.

K. TYPE OF PROJECT REQUIRED:  
TECHNICAL ASSISTANCE  
TRAINING  
FIRE EQUIPMENT X  
SAFETY EQUIPMENT

L. DATE OF APPLICATION:  
12-14-76

M. CONGRESSIONAL DISTRICT:  
15th

N. NUMBER OF EMERGENCY RESPONSES (5-YEAR AVERAGE):  
FIRE 27  
RESCUE  
OTHER 11  
Public Assist- (10)

O. PROPOSED PROJECTS: (LIST ALL INDIVIDUAL ITEMS TO BE FUNDED.) (ATTACH ADDITIONAL SHEETS IF NECESSARY)

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<tr>
<th>ITEMS (GROUP BY PROJECT TYPE)</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
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<tbody>
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<td>12 Alert Monitors</td>
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<td>2,220.00</td>
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</table>

* Although we are not requesting funds to convert excess property vehicles, we would like to be notified of any vehicles under item 4 on page 2.
AMENDMENT TO LEASE

Exhibit "A" of the lease between Dewey Hull and the Mariposa Parking District dated January 20, 1976 is hereby amended and shall henceforth read as follows:

All that real property situated in the Town of Mariposa, County of Mariposa, State of California, described as follows:

Beginning at a point on the Northerly line of Fifth Street 115.00 feet Westerly from the point of intersection of the Westerly line of Charles Street and the Northerly line of Fifth Street; thence Northerly, parallel with the Westerly line of Charles Street, 75.58 feet; thence Easterly, parallel with Fifth Street, 22.00 feet; thence Northerly, parallel with Charles Street, 26.42 feet to a point 102.00 feet Northerly of the Northerly line of Fifth Street; thence Westerly, parallel to Fifth Street, 147 feet more or less to a point on the Easterly line of Jessie Street; thence running Easterly to a point 142.00 feet Westerly of the Westerly line of Charles Street and 90.00 feet Northerly of the Northerly line of Fifth Street; thence Southerly, parallel to Charles Street, 90.00 feet to a point on the Northerly line of Fifth Street, said point being 142.00 feet Westerly from the Westerly line of Charles Street; thence Easterly, along the Northerly line of Fifth Street, 27.00 feet to the POINT OF BEGINNING

Mariposa Parking District

BY: Chairman

ATTEST:

Clerk of the Board

Lessor:
ARCHITECT/ENGINEER'S CERTIFICATE

Project No. 07-11-01725

I, Um. H. McGlasson

Architect/Engineer

for the Mariposa Parking District No. 1

 certify that the following plans and specifications (check appropriate item):

- Site plan ........................................ 4, 1A
- Structural ........................................ 5, 15, 19, 20, 23, 24
- Mechanical ........................................ N/A
- Electrical ......................................... 8, 18
- Equipment ........................................ N/A
- Other (identify) .................................. N/A

Sheets numbered

(a) Are adequate and suitable for, and are in conformity with, the project contemplated in the approved application.

(b) Comply with applicable State and local laws, ordinances, and regulations pertaining to standards of construction and safety, and have been approved by:

AUTHORITY
Mariposa County Board of Supervisors

DATE OF APPROVAL
November 29, 1976

FEB 2, 1977

Approved

P. O. Box 4185
Fresno, California 93744
City and State

DATE

November 29, 1976

FEB 2, 1977

Approved
A/E AGREEMENT

This Agreement, made this 28 day of February, 1977, by and between the Mariposa Parking District, acting through its Board of Directors, hereinafter referred to as the Owner, and McGlasson & Associates, Consulting Engineer, 625 North Palm Avenue, Fresno, California, hereinafter referred to as the A/E.

WHEREAS, the Owner intends to Plan and construct additions and modifications to the existing parking facilities, hereinafter referred to as the Project, in Mariposa County, State of California and the A/E agrees to perform the various professional services required for the design and construction of said project and,

WHEREAS, Owner and Engineer have previously under date of October 20, 1975 entered into an agreement for Engineering services and,

WHEREAS, Engineer has completed a substantial portion of the work under the original agreement and,

WHEREAS, the funding agency has requested that said agreement be revised to that form of agreement furnished by the agency,

NOW THEREFORE, it is agreed as follows:

Upon execution of this agreement and approval by the funding agency, the original agreement for Engineering services dated October 20, 1975 will be cancelled.

The A/E acknowledges that it has reviewed in detail the scope of the work to be performed under this Agreement and agrees that in it's professional judgement the Project as described above can be designed to result in a construction bid by a reputable contractor of not over one hundred seventy-five thousand ($175,000) dollars.

It is understood and agreed that the A/E is skilled in the professional calling necessary to perform the work agreed to be performed by it
under this agreement and that the Owner relies upon the skill of the A/E to do and perform its work in a skillful manner and the A/E thus agrees to so perform its work, and the acceptance by the Owner of the work performed under this agreement does not operate as a release of said A/E's professional responsibility. It is further understood and agreed that the A/E's professional responsibility shall extend to all of the work and services required to be performed under this agreement.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION 1

1.1 That the A/E will comply with and assist the Owner to require all contractors and subcontractors employed in the completion of the project to comply with all applicable Federal and State or Territorial laws. In addition, the A/E will conform to the requirements of the Public Works and Economic Development Act of 1965 as amended and applicable regulations, as set forth in the Economic Development Administration, U.S. Department of Commerce (hereinafter referred to as EDA) publication Requirements for Approved Projects, latest edition.

1.2 That the A/E shall consult with the Owner to ascertain the design intent of the Loan and/or Grant Agreement between the Owner and EDA including applicable project requirements as reflected in the Standard Terms and Conditions and Special Conditions of the Loan and/or Grant Agreement.

SECTION 2

That the A/E shall furnish Basic A/E Services as follows:

2.1 The A/E shall prepare schematic design studies including necessary drawings required to determine project feasibility illustrating the scale and relationship of major project components for approval of the Owner and EDA. This submission will include an estimated
project cost based upon current area, volume, or other unit cost.

2.2 The A/E shall prepare from the approved schematic design studies for approval by the Owner and EDA, the preliminary design documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate. This submission will include a further estimated project cost.

2.3 The A/E shall prepare from the approved preliminary design documents, for approval by the Owner and EDA, final working drawings and specifications setting forth in detail the requirements for the construction of the entire Project including the necessary advertisement for bids; information for bidders; bid forms; payment and performance bond format; contract format; general and supplementary general conditions required EDA certificates in blank; an index to the foregoing; and an A/E certificate (EDA Form ED-151).

2.4 The A/E shall submit to the Owner and EDA a final project construction cost estimate in sufficient detail that it may be used to evaluate bids received from construction contractors.

2.5 The A/E shall assist the Owner in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.

2.6 The A/E, following the Owner's and EDA's approval of the Contract Documents and of the latest estimated project construction cost, shall assist the Owner in obtaining bids, attending the bid opening, tabulating bids, reviewing proof of bidder's qualifications, recommending approval or disapproval, and in the preparation and award of construction contracts. The A/E will supply sufficient number of bidding documents at no increase in cost to meet anticipated bidder demand but not less than six (6) sets.
2.7 The Construction Phase will commence with the award of the construction contract and will terminate when the final Certificate for Payment is approved by the A/E and accepted by the Owner. The A/E will furnish two sets of "as built" drawings to the Owner as a condition of final payment to the A/E.

2.8 The A/E shall provide administration of the Construction Contract as provided herein and in the General Conditions of the Contract.

2.9 The A/E, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner and all of the Owner's instructions to the Contractor shall be issued through the A/E. The A/E shall have authority to act on behalf of the Owner to the extent provided in the General Conditions unless otherwise modified in writing.

2.10 The A/E shall make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations, he shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The A/E shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work.

2.12 The A/E shall review the Schedule of Amounts for Contract Payment (EDA Form ED-111 or equivalent) prepared by the construction Contractor and advise the Owner as to whether it is complete and reasonable.

2.13 Based on such observations at the site and on the Contractor's Periodic Estimate for Partial Payment (EDA Form ED-112 or equivalent), the A/E shall determine the amount owing to the Contractor and shall so certify on the payment request.
2.14 The A/E shall be the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by the Contractor. The A/E shall make determinations for the Owner on all claims of the Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto.

2.15 The A/E shall have authority to reject work which does not conform to the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work he then fabricated, installed or completed.

2.16 The A/E shall review and approve shop drawings, samples, and other submissions of the Contractor for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.

2.17 The A/E shall prepare Change Orders as required using EDA Form ED-114 or equivalent.

2.18 The A/E shall report to the Owner those observed conditions at the job site and/or in the Work which do not conform to the Contract and which the Contractor fails to correct.

2.19 When the project is located in an area with an Office of Federal Contract Compliance, U.S. Department of Labor "Imposed Civil Rights Plan", the bid conditions from the plan must be incorporated into the General or Special Conditions of the Contract.
2.20 The A/E shall conduct inspections to determine the Date of Substantial Completion and final completion and shall verify that discrepancies found are corrected, shall receive and review written guarantees and related documents assembled by the Contractor, and shall issue a final Certificate for Payment.

2.21 In order to insure that the project can be completed within the final approved cost estimate, multiple-material based bids may be used, deductible alternates shall also be included to the extent that in the opinion of the Owner and of EDA they do not alter the scope of the project in an amount to significantly affect its economic impact, project justification or project revenue. The Invitation for Bid will specify that should the bids exceed the estimate, deductive alternates will be accepted in the order in which they are listed to the extent necessary to stay within the funds available with a reasonable reserve for construction contingencies. Additive alternates will not be permitted.

SECTION 3

The following services, when authorized by the Owner, are not included in Basic Services and shall be paid for a mutually agreed in Section 6 of this Agreement.

3.1 A certified land survey of the site giving as applicable grades and lines of streets, alleys, pavements and adjoining property; right-of-ways, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site, locations, dimensions, and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available utility lines both public and private, above and below grade, including inverts and depths.

3.2 A soils engineer or other consultant when such services are deemed necessary, including reports, test borings, test pits, soil bearing values, percolation tests, air and water
pollution tests, ground corrosion and resistivity tests and other necessary operations for determining sub-soil, air and water conditions. The A/E shall monitor and direct any subsurface explorations when performed by other than the A/E.

3.3 Providing special analyses of the Owner's needs, when requested by the Owner.

3.4 Providing financial feasibility or other special studies.

3.5 Providing planning surveys, site evaluations, or comparative studies of prospective sites.

3.6 Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the project.

3.7 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

3.8 Preparing documents for out-of-sequence services requested by the Owner.

3.9 Providing interior design and other services required for or in connection with the selection of furniture and furnishings.

3.10 Making major revisions in Drawings, Specifications or other project documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of the A/E.

3.11 Preparing supporting data and other services in connection with Change Orders if the change is due to causes beyond the control of the A/E and is inconsistent with the original design intent.
3.12 Making investigations involving detailed appraisals and valuation of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.

3.13 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing professional services of the type set forth in previous sections herein.

3.14 Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contract in the performance of the Construction Contract.

3.15 Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operating and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.16 Providing Contract Administration and observation of construction after the Construction Contract Time has been exceeded or extended by more than 30 days through no fault of the A/E.

3.17 Providing services after issuance to the Owner of the final Certificate for Payment.

3.18 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

3.19 Providing services of professional consultants for other than the normal structural, mechanical and electrical engineering services for the Project.

3.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.
SECTION 4

The following expenses representing actual expenditures made by the A/E, his employees, or his professional consultants specifically for the Project are not included in Basic Services and shall be paid for as agreed in Section 6 of this Agreement:

4.1 Reproduction expenses other than those called for in Basic Services when requested by the Owner.

4.2 Overtime work when authorized in writing by the Owner.

4.3 Travel expenses for lodging, and meals not to exceed $25.00 per day and for transportation expense connected with the Project and authorized in advance by the Owner.

4.4 Fees paid for, in the name of the Owner, for securing approval of authorities having jurisdiction over the Project.

SECTION 5

5.1 The A/E shall provide detailed, full time, resident construction inspection, and the Owner agrees to pay the A/E for such services a fixed lump sum fee of four thousand dollars ($4000.00).

5.2 The resident construction inspector shall be skilled in the professional calling necessary to perform his duties. The A/E shall furnish a resume of the proposed resident construction inspector's qualifications and experience to the Owner and his employment as the resident construction inspector for the Project shall be subject to the approval of both the Owner and EDA. Duties of the resident construction inspector shall include but not necessarily be limited to the following:

1. Physically oversee the various parts of the work of the various parts of the work of the construction in all phases to determine that the work performed is in accordance with the plans and specifications.
2. Coordinate the work of the various prime contractors if and when separate contracts exist for work such as mechanical electrical, structural improvements, site paving improvements and the like.

3. Prepare daily written reports on contractors on the job, their manpower, work performance, weather, instructions to contractors, unusual events, visitors and the like.

4. Prepare "punch lists" of items to be corrected, added or deleted to make the work conform to the plans and specifications.

5. Assist the Owner in making final inspections.

6. Hold job conferences from time to time as may be necessary on the scheduling of the various portions of the project.

7. Advise the A/E as regards certifying the Contractor's monthly requests for partial payment.

8. Report to the A/E and the Owner any problems which are delaying, or are anticipated to delay, the work.

9. Secure weekly payroll records from all contractors and subcontractors and submit to the Owner for transmittal to EDA.

10. Keep records of change orders and field changes to assist the A/E to prepare final as-built drawings.

11. Submit the names of all sub-contractors employed on the work to the Owner for transmittal to EDA within two working days of their first employment on the work.

12. Secure required samples and shop drawings from Contractor and sub-contractors for approved by the A/E.
SECTION 6

6.1 The Owner shall compensate the A/E for Basic A/E Services a lump sum of Fourteen thousand seven hundred dollars, ($14,700.00.)

6.2 The compensation for Basic A/E Services shall be payable not more often than monthly, in proportion to services performed, upon written request from the A/E and shall not exceed the following:

A sum equal to 15% of the total fee for Basic A/E Services following submission of schematic drawings in accordance with Section 2.1 of this Agreement after review by EDA and acceptance by the Owner.

A sum equal to 30% of the total fee for Basic A/E Services after completion and submission of the preliminary design documents and, cost estimates, in accordance with Section 2.2 of this Agreement and the acceptance of the same by EDA and the Owner.

A sum equal to 70% of the total fee for Basic A/E Services upon completion and submission of the final plans, specifications, cost estimate, and contract documents in accordance with Section 2.3 of this Agreement after review by EDA and acceptance by the Owner.

A sum equal to 80% of the total fee for Basic A/E Services upon award of the Construction Contract(s) for all work designed or specified by the A/E.

A sum equal to 100% of the total fee for Basic A/E Services based upon actual construction cost following acceptance of the project by the Owner and EDA from the construction contractor(s).
6.3 The compensation for services, other than Basic Services, as described in SECTION 3 and 4 of this Agreement shall be paid monthly upon presentation of the A/E's statement of services rendered. Compensation for Additional Services as enumerated in SECTION 3 of this Agreement shall be paid in a sum equal to two and one-half (2½) times the actual payroll expense incurred by the A/E in the performance of such required additional services. Compensation for Reimbursable Services as enumerated in SECTION 4 of this Agreement shall be reimbursed in a sum equal to the actual cost incurred by the A/E.

6.3A The specific additional services, other than Basic Services as set forth in SECTION 2 of this Agreement, to be performed and provided by the A/E shall include:

6.3A.1 Necessary consultations and conferences with representatives of the District, and any and all other governmental bodies or representatives that may be required for the advancement of the project or as directed by the District.

6.3A.2 All services required to file any applications with State or Federal Agencies for grant or loan funds and all services required to process such applications to final approval and obtain payments.

6.3A.3 All services required to place the studies and plans developed hereunder in formal report form as required by the funding agency.

6.3A.4 All services required to present and explain said Project to the District, the public and/or appropriate regulatory agencies.

Payment for the above listed services described in paragraphs 6.3A.1 through 6.3A.4 shall be made in accordance with the attached fee schedule based upon statements presented to the
Owner itemizing the time devoted to accomplishing those services listed. The total cost under these items shall not exceed the sum of two thousand five hundred dollars ($2500.00)

6.3A.5 Necessary services in connection with the location or acquisition of a site for the facility. This shall include but not be limited to the preparation of legal descriptions of the property to be acquired and the necessary surveying required for the preparation of said legal descriptions. Payments for this work shall be a fixed lump sum fee of three thousand five hundred dollars ($3500.00).

6.3A.6 All field surveying necessary for the design of the project as described in SECTION 3.1 of this Agreement. Payment for this work shall be a fixed lump sum fee of three thousand five hundred dollars ($3500.00).

6.3A.7 All surveying and staking for the construction of the facilities. Payment for this work shall be a fixed lump sum fee of two thousand five hundred dollars ($2500.00).

6.4 In the event that the lowest responsible bid after deducting all deductible alternates approved by the Owner and EDA shall still exceed said final cost estimate, it is agreed that within 60 days of receipt of such bid the Owner may require the A/E to revise the plans and specifications if in the opinion of the Owner and EDA minor Project modifications may result in a lower bid. Compensation to the A/E for such revision shall be paid in a sum equal to the actual cost incurred by the A/E.

SECTION 7

Drawings and Specifications as instruments of service are and shall remain the property of the A/E whether the Project for which they are made is executed or not. They are not to be used by the Owner on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to the A/E.
SECTION 8

This agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination due to the fault of others than the A/E, the A/E shall be paid his compensation for services performed to termination date, including Reimbursable Expenses then due and all terminal expenses.

SECTION 9

9.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Arbitration costs shall be shared by both parties to this contract unless otherwise ruled by the arbitrators.

9.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

9.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
SECTION 10

During the progress of construction should deficiencies and/or errors be discovered in the plans, drawings and specifications due to the professional negligence of the A/E, the Owner may, at its option, withhold any part or all of the total fee remaining unpaid, until such deficiencies and/or errors are corrected to the satisfaction of the Owner.

SECTION 11

The A/E shall hold harmless and indemnify the Owner from claims of patent infringement and assume full responsibility to pay any royalties for patents applicable to the A/E's structural or other design.

SECTION 12

The Owner and the A/E each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement without the written consent of the other.

SECTION 13

This Agreement represents the entire and integrated agreement between the Owner and the A/E and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and A/E. Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Owner.

SECTION 14

14.1 Sixty (60) days after notification of funding by the EDA, the A/E shall submit for approval Schematic Design Studies and Drawings in accordance with SECTION 2, paragraph 2.1.
14.2 Ninety (90) days after approval by the Owner of Schematic Design Studies and Drawings, the A/E shall submit Design Development Documents in accordance with SECTION 2, paragraphs 2.2 and 2.3.

14.3 Sixty (60) days after approval of Design Development Documents, the A/E shall submit Contract Documents in accordance with SECTION 2, paragraphs 2.3 and 2.4.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of 2/28/77 at Mariposa, California (date) (Place)

Owner: FRANK L. LONG, Chairman of the Board 2/28/77
Name Date

Architect/Engineer: WM. H. McGlasson 2/28/77
Principal Engineer Date

-16-
Principal Engineer $33.00 per hr.
Professional Engineer 26.50 per hr.
Assistant Engineer/Land Surveyor 20.00 per hr.
Design Tech./Project Coordinator 16.50 per hr.
Engineer Tech./Draftsman 15.00 per hr.
Inspector 15.00 per hr.
Engineering Aid 11.00 per hr.
Clerical 8.00 per hr.

Survey Party

Two Men $36.00 per hr.
Three Men 47.00 per hr.
With electronic Distance Meter add $5.00 per hour.

Survey Crew Service Charges

(includes mileage, travel time and miscellaneous costs)

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<th>Three Man Crew</th>
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<td>2 (40 to 100 mi)</td>
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<td>3 (100+ mi)</td>
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Mileage $.20 per mi.
Airplane .30 per mi.
Printing Commercial Rates
Subsistence $25.00 per day
AUTHORIZATION – DESIGN SERVICES  
COUNTY OF MARIPOSA  
COULTERVILLE COUNTY SERVICE AREA NO. 1  
WATER SUPPLY, STORAGE, AND DISTRIBUTION FACILITIES

SCOPE OF WORK:
A. FINAL PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS

Task
1. Prepare bidding documents, construction plans, specifications and estimates of cost as customarily made available for this type of project based on the Coulterville Water System Study.
   a. Schedule No. 1 - Water distribution system including appurtenances (i.e.: Blow-off valves, pressure reducing valves, fire hydrants, etc.).
   b. Schedule No. 2 - Water storage reservoir including appurtenances (i.e.: reservoir piping, valves, foundation, etc.).
   c. Schedule No. 3 - Design required to upgrade existing wells.

2. Furnish engineering information for and assist in preparation of proposal forms, notices to bidders, construction contracts and bonds to be combined with the plans and specifications. Furnish sufficient copies of plans, specifications, and documents for review and approval by the COUNTY.

3. Meet with the COUNTY when requested and necessary for consultation or conferences in regard to design of project facilities. Assist the COUNTY on negotiations with owners of existing wells.

B. DESIGN SPECIAL SERVICES

4. Design Geotechnical Investigations. Furnish personnel and equipment required to perform subsurface explorations necessary for determining geologic foundation and/or construction conditions at the water storage reservoir.

5. Design Surveying. Furnish surveying personnel and equipment required to obtain field information necessary to prepare satisfactory plans and specifications.
Task


7. Prepare necessary information and assist the COUNTY in obtaining permits required for water system facilities from state road agencies.

BASIS OF COST: Supporting detailed manpower estimates are the basis for the estimated labor cost.

BASIS OF COST: Fixed Price

AUTHORIZATION FIXED PRICE: $34,700.

ESTIMATED COMPLETION DATES: Plans, specifications, and documents will be submitted for COUNTY review 15 June 1977. Printed copies of the final plans, specifications, and documents will be furnished within 30 days after receiving COUNTY comments.

Executed this __________ day of __________________ 1977.

APPROVED FOR COUNTY OF MARIPOSA

[Signature]

ACCEPTED FOR CH2M HILL

Vice President and Regional Manager
AUTHORIZATION - FINAL DESIGN SERVICES
COUNTY OF MARIPOSA
COULTERVILLE COUNTY SERVICE AREA NO. 1
WASTEWATER SYSTEM

PURPOSE: This authorization covers engineering services set forth in
ARTICLE 1B, "Step II Phase - Preparation of Plans and Specifi-
cations" of the Agreement between County of Mariposa and
CH2M HILL CALIFORNIA, INC.

SCOPE OF WORK:

A. FINAL PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS

Task

1. Prepare bidding documents, construction plans, specifications
   and estimates of cost, as customarily made available for this
type of project based on the Coulterville County Service Area
No. 1 Facilities Plan.

   a. Schedule No. 1 - Collection System

   b. Schedule No. 2 - Pump Station and Interceptor
to Treatment Facilities

   c. Schedule No. 3 - Pump Station at Treatment Plant
   Site and Treatment and Disposal
   Facilities

2. Furnish engineering information for and assist in preparation
   of proposal forms, notices to bidders, construction contracts
   and bonds to be combined with the plans and specifications.
   Furnish sufficient copies of plans, specifications, and documents
   for review and approval by the COUNTY and governmental
   agencies having jurisdiction.

3. Meet with representatives of governmental agencies having
   jurisdiction and the COUNTY when requested and necessary
   for consultation or conferences in regard to design of project
   facilities.

4. Furnish 50 copies each of plans, specifications and documents
   covering the three contracts for obtaining bids and for construction.
B. FINAL DESIGN SPECIAL SERVICES

Task

5. Final Design Geotechnical Investigations. Furnish personnel and equipment required to perform subsurface explorations necessary for determining geologic foundation and/or construction conditions.
   a. Dam and reservoir investigations
   b. Pipeline investigations

6. Final Design Surveying. Furnish survey personnel and equipment required to obtain field information necessary to prepare satisfactory plans and specifications.


8. Operations and Maintenance Manual. Prepare and furnish 10 copies of a draft operations and maintenance manual describing operation of the wastewater collection and treatment facilities. This manual will include various modes of operation which may be possible, including, but not limited to, both normal operation and emergency operation procedures.

9. Prepare necessary information and assist the COUNTY in obtaining permits required for collection and treatment facilities from State and County road agencies, the Bureau of Land Management, and the Department of Fish and Game.

BASIS OF COST: The attached EPA Form 5700-41 and supporting detailed manpower estimates are the basis for the estimated labor costs and are hereby made a part of this authorization.

COMPENSATION: Compensation shall be on a cost reimbursement basis as provided in ARTICLE B of Amendment No. 1 to the Agreement dated 1 July 1977 between the parties hereto. The cost ceiling is $87,200 and the fixed fee is $11,900 for work authorized by this authorization.

ESTIMATED COMPLETION DATES: Plans, specifications, and documents will be submitted for State and COUNTY review by 15 June 1977. Printed copies of the final plans, specifications, and documents will be furnished within 30 days after receiving State and COUNTY comments. The draft operations and maintenance manual will be submitted for State and COUNTY review by 1 October 1977.
CERTIFICATION OF NEGOTIATIONS: This is to certify that during the negotiations between County of Mariposa and CH2M HILL CALIFORNIA, INC. concerning the provisions of this authorization, the four items listed in 40 CFR 35.937-5(c) were discussed.

Executed this ___ day of __________ 1977.

APPROVED FOR COUNTY OF MARIPOSA

ACCEPTED FOR CH2M HILL

County Counsel

Vice President and
Regional Manager
COST OR PRICE SUMMARY FORM F FOR SUBAGREEMENTS UNDER U.S. AGRANTS
(See accompanying instructions before completing this form)

Form Approved
OMB No. 158-R0144

1. GRANTEE
   County of Mariposa

2. GRANT NUMBER

3. NAME OF CONTRACTOR OR SUBCONTRACTOR
   CH2M HILL CALIFORNIA, INC.

4. DATE OF PROPOSAL
   23 February 1977

5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP code)
   555 Capitol Mall, Suite 1290
   Sacramento, California 95814

6. TYPE OF SERVICE TO BE FURNISHED
   Professional Consulting

PART II-COST SUMMARY

7. DIRECT LABOR (Specify labor categories)
   See Attachment

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<th>ESTIMATED HOURS</th>
<th>HOURLY RATE</th>
<th>ESTIMATED COST</th>
<th>TOTALS</th>
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DIRECT LABOR TOTAL: $25,828

8. INDIRECT COSTS (Specify indirect cost pools)
   Salary Overheads
   36.3 $ 25,828 $ 9,376
   General and Administrative Overheads
   108.7 $ 25,828 28,075
   See Attachment

INDIRECT COSTS TOTAL: $37,451

9. OTHER DIRECT COSTS
   (1) TRANSPORTATION
   $1,715

   (2) PER DIEM
   $1,632

   See Attachments

TRAVEL SUBTOTAL: $3,347

b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)
   See Attachment

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<th>QTY</th>
<th>COST</th>
<th>ESTIMATED COST</th>
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EQUIPMENT SUBTOTAL: $11,470

c. SUBCONTRACTS
   See Attachments

SUBCONTRACTS SUBTOTAL: $1,125

d. OTHER (Specify categories)
   See Attachments

OTHER SUBTOTAL: $0

e. OTHER DIRECT COSTS TOTAL: $15,942

10. TOTAL ESTIMATED COST
    $79,221

11. PROFIT
    $11,883

12. TOTAL PRICE
    $91,104

EPA Form 5700-41 (2-76)
### PART III - PRICE SUMMARY

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### PART IV - CERTIFICATIONS

**14. CONTRACTOR**

14a. HAS A FEDERAL AGENCY OR A FEDERALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY OTHER FEDERAL GRANT OR CONTRACT WITHIN THE PAST TWELVE MONTHS?

- [ ] YES  
- [ ] NO (If "Yes" give name address and telephone number of reviewing office)

Defence Contract Audit Administration, Seattle Branch Office
See Attachment

14b. THIS SUMMARY CONFORMS WITH THE FOLLOWING COST PRINCIPLES

41 CFR 1-15.4

14c. This proposal is submitted for use in connection with and in response to (1) The County of Mariposa... This is to certify to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current, and accurate as of 23 February 1977... and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the subagreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current and accurate as of the date above.

Date of Execution: 23 February 1977

Vice President

SIGNATURE OF PROPOSER: [Signature]

**14. GRANTEE REVIEWER**

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appear acceptable for subagreement award.

Date of Execution: [Date]

SIGNATURE OF REVIEWER: [Signature]

**14. EPA REVIEWER (if applicable)**

Date of Execution: [Date]

SIGNATURE OF REVIEWER: [Signature]
As of August 1976, CH2M HILL has negotiated a Forward Pricing Rate Agreement with the Defense Contracts Audit Agency, San Francisco Region, Seattle Office Branch in Seattle, Washington. The agreed overheads are:

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<tr>
<td>General &amp; Admin. Overhead</td>
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<td>144.98</td>
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These rates are currently acceptable for all federally funded contracts.

A detailed breakdown of the above rates will not be available until the firm's financial audit is complete, which is expected to be in April 1977. A breakdown of last year's (1975) rates can be made available.

CH2M HILL, INC.

by Norman D. Brazelton
Vice President and Regional Manager
Indirect Costs Policy and Practices

Indirect costs are accumulated in accordance with generally accepted cost accounting principles.

Overheads on direct labor are treated as direct labor salary cost. Included in this cost are payroll taxes, workmen’s compensation, holidays, vacation, sick leave, and other fringes applicable to direct labor.

Expenses which are not identifiable as specific project direct costs are classified as General and Administrative expenses. Our accounting system accumulates all G & A expenses in two ways: by expense type and by overhead cost center.

The expense type classifications are standard and include such accounts as Indirect salaries, office supplies, telephone, rent, repairs, insurance, taxes, interest, depreciation, etc. These expense types are set forth so as to delineate clearly between allowable and unallowable costs. For this purpose the Chart of Accounts contains such accounts as advertising, bad debts, contributions, interest, entertainment, etc.

All items entering into the accounting system are identified as to source; the source entries contain the information to trace back the original supporting document. Any items of cost, direct or indirect, are readily traceable from general ledger totals, to cost reports, to supporting documents.

General and Administrative expense types are accumulated at a company level and are expressed as a percentage of Direct Salary Cost.

Cost Pools and Bases

The accounting system also groups expenses by overhead cost centers, so that management or auditors may determine costs by function. For example, the overhead cost center report for the accounting department would include salaries, supplies, and other accounting department costs.

Previous Audit and Negotiations with Federal Agencies

Our cognizant audit agency is the Seattle Branch of DCAA’s San Francisco Region. An audit of the Indirect Costs and Overheads current to the enterprise was completed by this agency in August 1976.

Estimated Indirect Costs for the Current Fiscal Year

The DCAA audit report of August 1976 approved the overhead rate of 145 percent of direct labor for the year 1976.

Pricing and Accounting for Principals’ Time

Corporate officers’ salaries are treated in the same manner as other employees’ salaries. Only when the officer is directly and productively working on a specific project is his time charged to direct labor. All other time of an officer is charged to General and Administrative expense. The hourly charge rate is computed in the same manner for all employees.

CH2M HILL, INC.

Norman D. Brazelton
Vice President
### Item 9a - Detail of Travel and Per Diem

<table>
<thead>
<tr>
<th>Travel</th>
<th>Travel By Car (Miles)</th>
<th>Travel By Airplane (Miles)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Sacramento to Project Area</td>
<td>Local</td>
</tr>
<tr>
<td>Task</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1a</td>
<td>700</td>
<td>50</td>
</tr>
<tr>
<td>1b</td>
<td>700</td>
<td>50</td>
</tr>
<tr>
<td>1c</td>
<td>1,050</td>
<td>50</td>
</tr>
<tr>
<td>3</td>
<td>700</td>
<td>120</td>
</tr>
<tr>
<td>5a</td>
<td>1,050</td>
<td>100</td>
</tr>
<tr>
<td>5b</td>
<td>-</td>
<td>100</td>
</tr>
<tr>
<td>6</td>
<td>700</td>
<td>-</td>
</tr>
<tr>
<td>8</td>
<td>350</td>
<td>50</td>
</tr>
<tr>
<td>9</td>
<td>700</td>
<td>50</td>
</tr>
<tr>
<td></td>
<td><strong>5,950</strong></td>
<td><strong>570</strong></td>
</tr>
</tbody>
</table>

Total Car Miles 6,520 @ .15 $ 980  
Total Air Miles 2,448 @ .30 735

**Total Travel** $1,715

### Per Diem

<table>
<thead>
<tr>
<th>Task</th>
<th>Man-Days</th>
<th>Task</th>
<th>Man-Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>1a</td>
<td>2</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>1b</td>
<td>3</td>
<td>5a</td>
<td>21</td>
</tr>
<tr>
<td>1c</td>
<td>3</td>
<td>5b</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td></td>
<td>8</td>
<td>2</td>
</tr>
</tbody>
</table>

Project Area Man-Days 51 @ $32 = $1,632
Item 9b - Detail of Equipment, Materials, and Supplies

Drilling Equipment and Driller
  Task 5a - 6 days @ $600  $3,600

Soils Laboratory 1,500

Computer 1,000

Automatic Typing - 72 hours @ $13  940

Document Printing 3,000

Miscellaneous Printing, Xerox, Telephone
  Worksheets, and Supplies  1,430

$11,470

Item 9c - Subcontracts

Backhoe Investigations
  Task 5a - 3 days @ $225  $675
  Task 5b - 2 days @ $225  450

$1,125
AMENDMENT NO. 2 TO AGREEMENT BETWEEN
COUNTY OF MARIPOSA AND
CH2M HILL CALIFORNIA, INC.
DATED 1ST DAY OF JULY 1975

A. EPA REGULATIONS

The provisions of Appendix C-1, an amendment to 40 CFR Part 35 Subpart E, as published in the 29 December 1976 issue of the Federal Register, are appended hereto and are hereby added to this AGREEMENT. Appendix C-1 is applicable only to projects which are funded partially or wholly by Federal (Environmental Protection Agency) and State (Clean Water Program) grants.

B. AMEND ARTICLE VII: LIABILITY

Delete the last paragraph and substitute the following:

It is also agreed that, in the event of any legal or other controversy requiring the services of the ENGINEER in providing expert testimony in connection with the PROJECT, except suits or claims by third parties against the COUNTY arising out of errors or omissions of the ENGINEER, the COUNTY shall pay the ENGINEER for services rendered in regard to such legal or other controversy, including costs of preparation for the controversy, on a basis to be negotiated.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this AMENDMENT this ___ day of ______________ 1977.

CH2M HILL CALIFORNIA, INC.  COUNTY OF MARIPOSA

By __________________________  By __________________________
Vice President and  Chairman of the Board
Regional Manager

APPROVED AS TO FORM:

By __________________________
County Counsel
EPA REQUIRED PROVISIONS
FOR ENGINEERING CONTRACTS
(Appendix C-1 to 40 CFR, Part 35, Subpart E)

APPENDIX C-1
REQUIRED PROVISIONS—CONSULTING ENGINEERING AGREEMENTS

1. General.
2. Responsibility of the engineer.
3. Scope of work.
5. Termination.
6. Remedies.
7. Payment.
8. Project design.
9. Audit; access to records.
10. Price reduction for defective cost or pricing data.
11. Subcontracts.
12. Labor standards.
14. Utilization of small or minority businesses.
15. Covenant against contingent fees.
17. Patents.
18. Copyrights and rights in data.

1. GENERAL

(a) The Owner and the Engineer agree that the following provisions shall apply to the EPA grant-eligible work to be performed under this agreement and that such provisions shall supersede any conflicting provisions of this agreement.

(b) The work under this agreement is funded in part by a grant from the U.S. Environmental Protection Agency (“EPA”), the United States, the U.S. Environmental Protection Agency (hereinafter “EPA”) is a party to this agreement. This agreement covers grant-eligible work subjected to regulations contained in 40 CFR, Parts 8, 35.517, and 35.529 in effect on the date of execution of this agreement. As used in these clauses, the words “the date of execution of this agreement” mean the date of execution of this agreement.

(c) The rights and remedies of the owner provided for in these clauses are in addition to any other rights and remedies provided by law or under this agreement.

(d) The Engineer shall perform in accordance with EPA regulations and guidelines.

(e) The Engineer shall be responsible for the professional quality, technical accuracy, and the coordination of all drawings, data, specifications, reports, and other services furnished by the Engineer under this agreement. The Engineer shall, without additional compensation, correct or rerun any new, modified, or previous schemes, or offer any assistance as the Owner may require.

(f) The Engineer shall perform all inspections and perform all other services required to be performed under this agreement, in accordance with this agreement and applicable EPA requirements. The Owner shall have the right to inspect the work in progress and to require the Engineer to make such corrections or improvements as the Owner may require.

(g) The Engineer shall be responsible for the technical accuracy of the work performed under this agreement.

(h) The Owner shall be responsible for the technical accuracy of the work performed under this agreement.

(i) The Owner shall be responsible for the technical accuracy of the work performed under this agreement.

(j) The Owner shall be responsible for the technical accuracy of the work performed under this agreement.

(k) The Owner shall be responsible for the technical accuracy of the work performed under this agreement.

(l) The Owner shall be responsible for the technical accuracy of the work performed under this agreement.

(m) The Owner shall be responsible for the technical accuracy of the work performed under this agreement.

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(q) The Owner shall be responsible for the technical accuracy of the work performed under this agreement.

(r) The Owner shall be responsible for the technical accuracy of the work performed under this agreement.

(s) The Owner shall be responsible for the technical accuracy of the work performed under this agreement.

(t) The Owner shall be responsible for the technical accuracy of the work performed under this agreement.

(u) The Owner shall be responsible for the technical accuracy of the work performed under this agreement.

(v) The Owner shall be responsible for the technical accuracy of the work performed under this agreement.

(w) The Owner shall be responsible for the technical accuracy of the work performed under this agreement.

(x) The Owner shall be responsible for the technical accuracy of the work performed under this agreement.

(y) The Owner shall be responsible for the technical accuracy of the work performed under this agreement.

(z) The Owner shall be responsible for the technical accuracy of the work performed under this agreement.

(A) No services for which an additional compensation will be charged by the Engineer shall be furnished without the written authorization of the Owner.

(B) In the event that there is a modification of this agreement subsequent to the date of execution of this agreement, the increased or decreased cost of performing the work as modified will be charged to the Owner.

(C) The provisions of this agreement shall be modified to reflect any appropriate modification of this agreement.

2. TERMINATION

(a) This agreement may be terminated in whole or in part by writing to the Owner by the Owner for good cause shown, provided that such termination is for good cause shown and such termination is not contrary to the best interests of the Owner.

(b) This agreement may be terminated in whole or in part by writing to the Owner by the Owner for good cause shown, provided that such termination is for good cause shown and such termination is not contrary to the best interests of the Owner.

(c) This agreement may be terminated in whole or in part by writing to the Owner by the Owner for good cause shown, provided that such termination is for good cause shown and such termination is not contrary to the best interests of the Owner.

(d) This agreement may be terminated in whole or in part by writing to the Owner by the Owner for good cause shown, provided that such termination is for good cause shown and such termination is not contrary to the best interests of the Owner.

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(x) This agreement may be terminated in whole or in part by writing to the Owner by the Owner for good cause shown, provided that such termination is for good cause shown and such termination is not contrary to the best interests of the Owner.

(y) This agreement may be terminated in whole or in part by writing to the Owner by the Owner for good cause shown, provided that such termination is for good cause shown and such termination is not contrary to the best interests of the Owner.

(z) This agreement may be terminated in whole or in part by writing to the Owner by the Owner for good cause shown, provided that such termination is for good cause shown and such termination is not contrary to the best interests of the Owner.
RULES AND REGULATIONS

have been effected for the convenience of the Owner. In such event, adjustment of the price provided for in this agreement shall be made as provided in paragraph (c) of this clause.

6. REMITTANCE

Except as may otherwise be provided in this agreement, all claims, counter-claims, disputes and other matters in question between the Owner and the Engineer arising out of or relating to this agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the work is to be located.

7. PAYMENT

(a) Payment shall be made in accordance with the terms of the contract and the provisions of this agreement as soon as practicable upon submission of statements requesting payment by the Engineer to the Owner. If such payment schedule is incorporated in this agreement, any such payment shall be made to the extent that the work has been completed in accordance with the contract and the provisions of this agreement.

(b) Monthly progress payments may be requested by the Engineer and shall be made to the Owner by the Engineer as soon as practicable upon submission of statements requesting such payment by the Owner to the Engineer. Such monthly progress payments shall be made from the proceeds of work in progress to the extent that the work has been completed in accordance with the contract and the provisions of this agreement. Each such progress payment shall be adjusted to reflect decreases in the amount of work in progress which have been completed as a result of events beyond the control of the Owner.

(c) On completion of the work, a final payment shall be made by the Owner to the Engineer in an amount equal to the difference between the contract price and the cost of work performed thereunder, less any amounts previously paid to the Engineer. Such final payment shall be made as soon as practicable after the date of completion of the work and before the expiration of all warranties and guarantees. The final payment shall be subject to any adjustments that may be necessary to reflect changes in the contract price, including any change in the contract price as a result of changes in the contract documents or any change in the contract documents that may occur after the date of completion of the work.

9. ACCESS TO RECORDS

(a) The Engineer shall maintain books, records, documents and other evidence directly pertinent to performance on EPA grant work under this agreement in accordance with generally accepted accounting principles and practices consistently applied. The records shall be available for inspection and copies of the records shall be furnished upon written request from the Owner. The records shall be maintained for a period of five years after the date of the submission of the final report.

(b) The Engineer shall provide the Owner with access to such records as are necessary to verify the accuracy of the work performed under this agreement. The records shall be made available to the Owner at reasonable times and at reasonable locations.

11. SUBCONTRACTS

(a) Any subcontractors and outside associates of the Owner, except for the Engineer, shall not be subcontracted without the prior written consent of the Owner. The consent shall be given in writing and shall be subject to the terms and conditions of this agreement.

(b) The Engineer shall be responsible for all work performed by subcontractors and outside associates of the Owner and shall be liable to the Owner for any failure to perform in accordance with this agreement.

(c) The Engineer shall not subcontract work in excess of thirty percent (30%) of the total amount of the work to be performed under this agreement.

12. LABOR STANDARDS

To the extent that this agreement involves "construction" as defined by the Secretary of Labor, the Engineer shall be responsible for the compliance of the contractor with all applicable labor standards. The construction work shall be subject to the following labor standards provisions, to the extent applicable:

(a) Davis-Bacon Act (40 U.S.C. 276a-276a-7).

(b) Contract Work Hours and Safety Act (40 U.S.C. 212-212).


(d) Executive Order 11246 (Equal Employment Opportunity).

(e) Executive Order 11248 (Equal Employment Opportunity).
Appendix C-1 Cont'd.

12. Equal Employment Opportunity

In accordance with EPA policy as expressed in 40 CFR 30.420-5, the Engineer agrees that he will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

14. Utilization of Small and Minority Business

In accordance with EPA policy as expressed in 40 CFR 33.295-7, the Engineer agrees that qualified small business and minority business enterprises shall have the maximum practicable opportunity to participate in the performance of EPA grant-funded contracts and subcontracts.

13. Covenant Against Contingent Fees

The Engineer warrants that no person or sales agent of any person shall be employed or engaged to solicit or secure this contract upon an agreement or understanding for a contingency fee, or contingent fee, excepting bona fide employees. For breach or violation of this warranty the Owner shall have the right to annul this agreement without liability of any kind to it or its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such contingent fee or percentage, brokerage, or contingent fee.

14. Gratuits

(a) It is found, after notice and hearing, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Engineer, or any agent or representative of the Engineer, to any official, employee or agent of the Owner, of which the Contractor has a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of this agreement, and the Engineer, by written notice to the Engineer, terminate the right of the Engineer to proceed under this agreement or may pursue such other rights and remedies provided by law or under this agreement. Provided, the existence of the fact upon which the Owner makes such finding shall be in issue and may be reviewed in proceedings pursuant to the remedies clause of this agreement.

(b) In the event this agreement is terminated as provided in paragraph (a) hereof, the Owner shall be entitled (1) to pursue the same remedies against the Engineer as it could pursue in the event of a breach of the contract by the Engineer, and (2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Owner) which shall not be less than three times the costs incurred by the Engineer in providing any such gratuities to any such officer or employee.

21. Patents

If this agreement involves research, developmental, experimental, or demonstration work and any discovery or invention arises or is developed in the course of or under this agreement, such invention or discovery shall be subject to the reporting and rights provisions of Subpart D of 40 CFR Part 50. In event of a breach of this agreement, the Owner shall have the right of fiduciary interest in the subject matter of the agreement. In such case, the Engineer shall report the discovery or invention to EPA directly or through the Owner, and shall otherwise comply with the Owner’s responsibilities in accordance with said Subpart D of 40 CFR.

FEDERAL REGISTER, VOL. 41, NO. 251—WEDNESDAY, DECEMBER 29, 1976
BOARD OF SUPERVISORS

March 8, 1977

The Board of Supervisors of the County of Mariposa was unable to meet in regular session this 8th day of March, 1977 at 10:00 a.m., due to a lack of quorum. Supervisors Clark and Owings were present, meeting as a committee, with Supervisors Long and Walton having previously been excused and Supervisor Dalton absent.

Tom Richardson, Chairman of the Building Inspector Screening Committee reported that the committee had completed the investigation and interviews of the applicants for the position of Building Inspector.

Everet Gale, MID Park Manager gave a report on Boating Safety Applications for the months of October through December, 1976.

The Committee adjourned to meet in regular session at 2:40 p.m.

The Board of Supervisors of the County of Mariposa met this 8th day of March, 1977 at 2:40 p.m. with Supervisors Clark, Owings and Dalton present.

The minutes of the meeting of February 28, 1977 were approved as mailed.

The Public Hearing on Revenue Sharing was opened for the purpose of obtaining public input for possible Revenue Sharing expenditures.

On motion of Dalton, seconded by Owings, the Board endorses RCRC's letter concerning the right of ownership of private property, particularly the State Lands Commission and certain staff members of the Attorney General's office claim of ownership of certain lakes and rivers. The Clerk was directed to write a letter to RCRC informing them of the Board's endorsement with copies to Assemblyman Gene Chappie and all members of the state legislature.

On motion of Dalton, seconded by Owings the Board opposes SB 164, which would propose binding arbitration for local safety employees in the State of California. Clerk to notify Senators Zenovich and Roberti and CSAC of the Board's opposition.

Peter Artero, Road Commissioner, discussed road matters. On motion of Owings, seconded by Dalton, the Road Commissioner was authorized to write to American Forest Products Corp. regarding (1) the Corporation must repair the cattle guard on county dump road which junctions with Highway 41, approximately one mile north of Fish Camp and (2) before any timber is removed from USFS Good Meadow the corporation is to file a $5,000 bond with the county to cover any road damage which might be caused by timber hauling.

On motion of Owings, seconded by Dalton, the Road Commissioner was authorized to put a skirting from the front of the Ponderosa Basin fire house extending out to the road.

On motion of Dalton, seconded by Owings, the County Counsel was authorized to sign Contract Amendment for Coulterville Wastewater Project.

Chairman was authorized to sign Grant Contract for design of Wastewater Treatment Facility for Coulterville, on motion of Dalton, seconded by Owings.

On motion of Owings, seconded by Dalton, Auditor was directed to draw warrant to E. R. Cummins Const. Co. for work on jail addition, payment No. 6, in the amount of $11,174.76.
Chairman was authorized to sign the quarterly Boating Safety contract with MID, on motion of Dalton, seconded by Owings.

The Board set the date for interviewing applicants for the position of Building Inspector for March 14, 1977 at 10:00 a.m.

On motion of Owings, seconded by Dalton, the Board directed the clerk to write a letter to the Dept. of Transportation, Federal Aviation Administration stating its opposition to any changes in the regulations of FAR Part 152, section 30.

On motion of Owings seconded by Dalton, the Clerk was directed to contact Gary Foss and inform him that the Board accepts the proposals on the three additional projects requested, with Project "C" to be limited to 3 days.

William "Mickey" Dignon, Conservationist, reported on application for water funds.

On motion of Dalton, seconded by Owings, the following travel requests were granted: Barbara Saye, Aud.-Rec., and Evelyn Jones, Chief Deputy, to Public Employees Retirement New Laws Workshop, Stockton, 3/17/77; Glen Power and Barbara Florida, Sr. Assist. Program, to Aging Workshop, 3/15/77, Merced; Rich Begley, Parks and Rec. Dir., CPRS Dist. V quarterly meeting, Ceres, 3/10/77 and permission to take Sr. Citizens to Roaring Camp in Felton, 3/16-17/77.

Tom Perkins, Fire Warden, discussed the Amador Plan and various other matters.

On motion of Dalton, seconded by Owings the Board accepts the resignation of Tom Perkins as Assistant Civil Defense Dir., County Fire Warden and member of the ERC-TAC Committee, with regret.

There being no further business the Board adjourned to meet again in regular session of Friday, March 11, 1977 at 2:00 p.m.

CARROLL N. CLARK, Chairman Pro Tem
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk & Ex-Officio
Clerk of the Board of Supervisors
March 11, 1977

The Board of Supervisors of the County of Mariposa met this 11th day of March, 1977 in continued session with Supervisors Clark, Dalton, Long and Owings present. Supervisor Walton previously excused.

Discussion was held regarding Ballot Argument for Referendum election. On motion of Clark, seconded by Dalton, the Argument is to be submitted as amended. Ayes: Clark, Dalton, Long. No: Owings. Supervisor Dalton concurs with the intent reflected by the Ordinance, equalization of taxes for all homeowners, but disagrees with the method being used to accomplish it.

Barbara Saye, Auditor-Recorder, discussed budget matters. On motion of Dalton, seconded by Clark, Auditor was directed to draw a warrant to Running Bear Ford, Sonora, in the amount of $3,785.82 for Weights & Measures vehicle.

On motion of Clark, seconded by Owings, an additional $500 of Anti-Recession funds is budgeted toward the bookkeeping machine and necessary forms for the Auditor-Recorder.

On motion of Clark, seconded by Owings, the Auditor was directed to draw a warrant to the Postmaster in the amount of $34.00 for postage for the Road Dept.

On motion of Dalton, seconded by Owings, County Counsel and Administrative Assistant to the Board, Neil B. Van Winkle, will be put on salary as of April 1, 1977 and salary of Special Counsel, J. B. Eckerson, will terminate on April 10, 1977.

On motion of Clark, seconded by Owings, the following persons were appointed as the Law Library Trustees for the 1977 year: Dean C. Lauritzen—Judge of Superior Court, Egon W. Mueller – Judge of Justice Court, Ralph W. Campbell—District Attorney, Neil B. VanWinkle—County Counsel and Frank L. Long, Chairman of the Board.

The Board acting as the Board of Directors of the Air Pollution Control District took the following action: On motion of Clark, seconded by Owings, A. A. "Bud" Waldron and Oswald H. Milmore are appointed to the Air Pollution Control District Appeals Hearing Board for 3 year terms, effective 1/1/77.

A letter was read from Lois Lewis, Welfare Director, regarding H. R. 2400(Sisk), which deals with medical care for indigent illegal aliens. Clerk to convey the Boards' support of H. R. 2400, although the Board feels that there should be an easier way to receive reimbursement for expended medical care, and enclosed Mrs. Lewis's letter stating that the matter is not a problem in Mariposa County at this time, on motion of Dalton, seconded by Clark.

On motion of Clark, seconded by Owings, the Board adopts the Planning Commission's comments regarding the propose revision of the State Housing Element as its own and submits said comments to the State Department of Housing & Community Development, Sacramento.

On motion of Dalton, seconded by Clark, the following step raise was approved, upon recommendation of Dept. head: Walt Hoy, Dept. of Solid Waste, Range 23, Step B, effective February 11, 1977.

On motion of Clark, seconded by Owings, travel request for County Counsel, Neil B. VanWinkle, to annual meeting and spring civil law conference scheduled for April 20 through April 22, 1977, in Monterey, is approved.

On motion of Dalton, seconded by Owings, the Application for Discharge of Accountability, pursuant to G. C. Sections 25257 & 25259, is accepted and the Judge of the Justice Court is discharged from any further accountability for each of the cases set forth in Exhibit A attached to said application.
On motion of Clark, seconded by Dalton, the resignation of Robert C. Shreve from the Sequoia Area VIII Board, California Development Disabilities Program is accepted with regret. Clerk to post notice of vacancy as required by law.

On motion of Clark, seconded by Dalton, 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 on Monday, March 14, 1977 at 10:00 a.m. for the purpose of interviewing candidates for the position of Building Inspector.

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

ATTEST:

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

Recorded in Minute Book of Mariposa County Records
Entered 3-14-77

The Board of Supervisors of the County of Mariposa met in continued session with Supervisors Clark, Dalton, Long and Owings present.

On motion of Owings, seconded by Clark, the Board met in executive session on personnel matters and reconvened in regular session at 12:10 p.m. for lunch. On motion of Clark, seconded by Owings, the Board met in executive session on personnel matters and reconvened in regular session at 3:00 p.m.

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

FRANK L. LONG, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk & ex officio Clerk of the Board
On motion of Clark, seconded by Dalton, the resignation of Robert C. Shreve from the Sequoia Area VIII Board, California Development Disabilities Program is accepted with regret. Clerk to post notice of vacancy as required by law.

On motion of Clark, seconded by Dalton, 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 on Monday, March 14, 1977 at 10:00 a.m. for the purpose of interviewing candidates for the position of Building Inspector.

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

ATTEST:

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

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The Board of Supervisors of the County of Mariposa met in continued session with Supervisors Clark, Dalton, Long and Owings present.

On motion of Owings, seconded by Clark, the Board met in executive session on personnel matters and reconvened in regular session at 12:10 p.m. for lunch. On motion of Clark, seconded by Owings, the Board met in executive session on personnel matters and reconvened in regular session at 3:00 p.m.

There being no further business the Board adjourned to meet again in regular session on Tuesday, March 15, 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 15th day of March, 1977 with Supervisors Clark, Dalton, Long and Owings present.

The minutes of the meeting of March 8, 1977 were approved as mailed.

The following claims were approved as presented:

General Fund $47,876.84
Anti-Recession Oper. Fund 6,132.68
Revenue Sharing 162.63
Special Aviation Fund 1,390.00
Fed. Admin. Fund 233.73
S.A.P. Fund 79.43
Law Library 33.92
Co. Service Area 1-M (Lake Don Pedro) 53.25
Don Pedro Sewer Zone 1,198.16
Co. Serv. Area 1-M (Mariposa Pines) 127.26
Yosemite West Maint. Dist 1,119.82
Contingency 4,383.59
Rec. and Parks 1,425.86
Road Fund 14,694.58

Peter Artero, Road Commissioner, discussed road matters.

On motion of Owings, seconded by Clark, Auditor was directed to draw warrant in the amount of $3,501.00 to the AMC-Jeep dealer in Merced for the new county pool car.

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

Tom Higgins, Building Inspector, discussed various matters regarding the Building Department. On motion of Owings, seconded by Clark, the Board authorized Tom Higgins to collect inspection fees on behalf of the county and turn them over to the Auditor on the date of April 1, 1977.

On motion of Owings, seconded by Clark, the new Building Inspector will be authorized to use his own personal vehicle for making inspections at the regular county rate of 14¢ per mile.

On motion of Dalton, seconded by Owings, the new Building Inspector is to buy his own code books necessary for inspections etc.

Dolores Jacobs, Chairman of Mental Health Advisory Board, discussed the reappointment of members to the Board. On motion of Owings, seconded by Dalton, Avery Sturm, M.D., Judy Van Winkle, and Dolores Jacobs were reappointed to the Mental Health Advisory Board for the period of March 10, 1977 to March 10, 1980.

On motion of Dalton, seconded by Clark, Peter Artero, Road Commissioner, was authorized to advertise for bids on a metal building with the minimum bid to be $1800. Bids to be opened on April 5, 1977 at 10:30 a.m.

On motion of Clark, seconded by Dalton, the Clerk was directed to write a letter to Elmer Lorenzi of Lorenzi-Masasso Insurance Co., authorizing Supervisor Owings to ask them for figures on any claims paid in behalf of the county for the past five years.
Angus Bullis, Farm Bureau President presented a petition for implementation of the Williamson Act in Mariposa. The petition was read and a discussion was held.

Sotero Muniz, Forest Supervisor for Sierra National Forest, discussed Land Use Planning and various other matters.

Thad C. Binkley, of Thad C. Binkley Associates, discussed county water problems.

Rich Begley, Parks and Recreation Director discussed registration fees for softball teams. On motion of Clark, seconded by Owings, upon recommendation of the Parks and Recreation Commission and Director, the Board set a $100 per team registration fee for softball teams. Ayes: Clark, Long, Owings, Abstained: Dalton.

On motion of Dalton, seconded by Clark, the proposal of Jorgensen & Co. for servicing and repair of the fire and security system in the Library-History Center was accepted.

On motion of Clark, seconded by Dalton, the Auditor was directed to draw warrant in the amount of $1,636.00 for the matching funds for Central California Health Systems Agency.

Victor Duerksen, Hospital Administrator, and Art Rohde, Mental Health Administrator, discussed Mental Health Budget and In Patient Contract. On motion of Clark, seconded by Dalton, the Board approved the Mariposa County Annual Mental Health Plan for 1977-78.

On motion of Clark, seconded by Dalton, the Board approved the Mariposa County Annual Alcohol Plan for 1977-78.

On motion of Dalton, seconded by Clark the Mental Health and Alcohol Program Budget proposal for 1977-78 was accepted as presented.

Supervisor Dalton was authorized to prepare a letter allowing CHM Hill engineers a right of entry for a 30 day period in connection with the Coulterville Wastewater and Water Projects, on motion of Clark, seconded by Owings.

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

On motion of Dalton, seconded by Clark, the Clerk was directed to contact Larry James, Lee Swickard and Norman Rowland to appear for interview for the position of Building Inspector on Monday, March 28, 1977 beginning at 10:00 a.m. Clerk to notify all other applicants thanking them for their applications and interest in the position.

The minutes of the meetings of March 11 and 14, 1977 were approved as presented.

There being no further business, the Board adjourned to meet again at 7:00 p.m. at the Mariposa County High School Gymnasium in a continued session for the purpose of conducting an Informal Public Hearing on water problems.

The Board of Supervisors of the County of Mariposa met in continued session at 7:00 p.m. in the Mariposa County High School Gymnasium, with Supervisors Clark, Dalton, Long and Owings present.

Planning Commissioners present were: Bruce Jacobs, Robert Bevington, Harold Locke, Forrest Fuller, H. Forbes Simpson, Joan Tune and Kathleen Bagwell. Mariposa Public Utilities District Board of Directors present were: Harold H. Bondshu, J. L. Spriggs and Ralph Walker. George Matlock, Secretary-Manager of MPUD, was also present.
The meeting was held to discuss water problems. General discussion was held and the Clerk of the Board read Mariposa Public Utilities District Ordinance No 23, an urgency ordinance prohibiting all new water and sewer connections while the extreme water shortage exists.

There being no further business the Board of Supervisors adjourned to meet again in regular session on Tuesday, March 22, 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 22nd day of March, 1977, with Supervisor Dalton having previously been excused, and Supervisor Walton absent.

The minutes of the meeting of March 15, 1977 were approved as mailed.

Peter Artero, Road Commissioner, discussed road matters.

On motion of Owings, seconded by Clark, Auditor was directed to draw warrant to the Department of Motor Vehicles in the amount of $360.00 for registration and transfer of vehicle at the Road Dept.

On motion of Owings, seconded by Clark, Res. 77-25 was passed and adopted, stating that the Mariposa County Building Dept. will use State of California form No. HCD 50 (4-74), Application for Permit to Construct, especially in regard to sections dealing with worker's compensation insurance.

On motion of Owings, seconded by Clark the Board authorized Tom Higgins, Bldg. Insp. to collect monies for the Building Dept. and turn them over to the Auditor until such time as a County Building Inspector is hired.

On motion of Clark, seconded by Owings, the Mariposa Gazette is designated as the official newspaper of the County of Mariposa for the year 1977.

On motion of Clark, seconded by Owings, the following rates were accepted as follows: Minutes of the Board of Supervisors, Mariposa County; Water Agency and Mariposa Planning Commission at $1.45 per column inch. All other reading notices and legal advertising at the prevailing rate as set by the 3M Unit of C.N.P.A., or $2.25 per col. inch, first insertion and $1.41 per col. inch on each subsequent insertion, effective as of January 1, 1977.

On motion of Owings, seconded by Clark, Auditor was directed to draw warrant to the Postmaster in the amount of $40.00 for renewal of the bulk 3rd class permit for use at the Ordinance Referendum Election.

On motion of Owings, seconded by Clark, a Public Hearing was set for April 5, 1977 at 4:00 p.m. to consider issuing a Certificate of Public Convenience and Necessity to operate a disposal service to Mr. Kenneth L. Cooke.

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

On motion of Owings, seconded by Clark, the Board will meet in a continued session on Monday, March 28, 1977, at 10:00 a.m. for the purpose of interviewing Building Inspector applicants, Administrative Practices session and to conduct regular business.

There being no further business, the Board adjourned to meet again in continued session on Monday, March 28, 1977 at 10:00 a.m.

ATTEST:

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

ELLEN BRONSON, County Clerk & Ex-officio Clerk of the Board
March 28, 1977

The Board of Supervisors of the County of Mariposa met this 28th day of March, 1977, in continued session, with Supervisors Clark, Dalton, Long, and Owings present.

Tom Higgins, State Building Inspector, discussed several matters. On motion of Dalton, seconded by Owings, the Board requests that the State continue the operation of the Building Department until such time as the Mariposa County Building Inspector is appointed.

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

A discussion was held regarding the Air Conservation Program.

The Board discussed the setting of a public meeting regarding the Mobilehome Ordinance. The date of April 25, 1977 at 7:00 p.m. was set for said hearing.

Discussion was held regarding the Implementation of the Williamson Act in Mariposa County.

John Rotondo, Civil Defense Director, discussed disposal of Civil Defense Crackers.

On motion of Owings, seconded by Dalton, 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 on Tuesday, March 29, 1977 at 10:00 A.M.

FRANK L. LONG, Chairman
Board of Supervisors

ATTEST:

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

March 29, 1977

The Board of Supervisors of the County of Mariposa met this 29th day of March, 1977, with Supervisors Clark, Dalton, Long and Owings present.

The Board minutes of March 22, 1977 were approved as mailed.

Peter Artero, Road Commissioner and County Engineer-Surveyor discussed several matters. On motion of Dalton, seconded by Clark, the map of the Airport Layout Plan in relation to the avigation easement is approved and the Chairman authorized to sign.

On motion of Clark, seconded by Dalton, Tax Cancellation No. 77-1, unsecured, was approved.

On motion of Dalton, seconded by Owings, the Probation Department was authorized to dispose of 1973 Matador and purchase a new automobile under the State Subsidy Program.

On motion of Clark, seconded by Dalton, the step raise for Al Wass, County Trapper, was approved to Step G, Range 21, effective 3/15/77.
March 28, 1977

The Board of Supervisors of the County of Mariposa met this 28th day of March, 1977, in continued session, with Supervisors Clark, Dalton, Long, and Owings present.

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FRANK L. LONG, Chairman
Board of Supervisors

ATTEST:

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

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On motion of Clark, seconded by Dalton, the step raise for Al Wass, County Trapper, was approved to Step G, Range 21, effective 3/15/77.
Travel authorization was given to Donna Matlock, Chief Deputy Clerk and Sue Rauch, Clerk, to attend Special Election Meeting called by the Secretary of State, for 4/11-12/77, Sacramento, on motion of Clark, seconded by Owings.

On motion of Clark, seconded by Owings, the Clerk was directed to send a letter to the Dept. of Parks and Recreation acknowledging that the Maid of Mariposa contest is approved by the Board and the winner will be the official representative from our County of the State Fair Maid of Calif. Pageant and that Mrs. Fran Phillips is to be the official contact person.

Harry O. Stewart, Chairman of the County Wide Water Study Committee, discussed Greenamyer water system and various other matters. Mrs. Lois Greenberg, District 2, was appointed to the Water Study Committee.

On motion of Clark, seconded by Owings, Res. 76-73, granting a Certificate of Convenience and Necessity to Howard M. Scoggins, was rescinded pursuant to Ordinance No. 353, Section 5.

Res. 76-26, was passed and adopted, transfers within Assessor's Office and within Parks & Recreation Dept., on motion of Dalton, seconded by Owings.

Discussion was held regarding proposed amendments to AB 173, relating to the Mariposa County Water Agency. A letter is to be written to Adolph Moskowitz submitting the proposed amendments to him and asking that he respond by April 5, 1977 if at all possible, on motion of Dalton, seconded by Clark.

On motion of Dalton, seconded by Clark, Res. 77-27, was passed and adopted, stating that the County fully understands that passage of AB173 will create no financial burden or impact upon the State of California and anticipates no SB 90 reimbursement.

Rich Begley, Dir. of Parks & Recreation discussed need basis grant application regarding Mariposa Park and Coulterville Park Restrooms and Swimming Pool Bathhouses. On motion of Clark, seconded by Dalton, Res. 77-28 was passed and adopted, approving application for grant funds under the Roberti-Z'berg Urban Open-Space and Recreation Program.

Donald F. Lee, official Court Reporter for Mariposa County, discussed increase of reporter's fees. On motion of Clark, seconded by Owings, the Clerk was directed to write a letter to Assemblyman Maddy asking him to introduce a bill that would give Mariposa County the authorization to set its Court Reporter's fees.

On motion of Clark, seconded by Owings, Ord. 445 amending Ord. 388, relating to rebuilding of non-conforming building or structure that may be damaged or destroyed by fire, explosion, etc. was presented. Vote to be held April 5, 1977.

On motion of Clark, seconded by Owings, Res. 77-29, was passed and adopted, condolences to family of Emmet Preston.

On motion of Clark, seconded by Dalton, Clerk was directed to notify Air Resources Board that the Board endorses its' proposal for open burning of unprocessed wood waste at designated solid waste collection sites.

The Clerk was directed to write a letter to the Senate Committee on Agriculture and Water Resources endorse SB 346, which would appropriate money for construction of an offstream reservoir near Antioch, copies to Senator Zenovich & Assemblyman Maddy.

John Carver, Representing Business Improvement Group, discussed problems relating to the first annual Butterfly Days. On motion of Clark, seconded by Owings, the committee for Butterfly Days is granted the use of the County Parks & Recreation Bus during the two days of the festival. On motion of Dalton, seconded by Owings, Res. 77-30, was passed and adopted, proclaiming May 14 and 15, as "Butterfly Days".

George Greenamyer discussed waiver of 2½ acre requirement in Ord. 429 regarding sale of land. On motion of Clark, seconded by Owings,
Public hearing regarding Waiver of Requirement is set for April 26, 1977 at 10:45 a.m.

Lois Lewis, Welfare Director, discussed employment at Welfare Office. On motion of Dalton, seconded by Owings, Georgette Rose is hired as Eligibility Worker I, Range 14, Step C, effective April 1, 1977.

On motion of Clark, seconded by Owings, Res. 77-31, was passed and adopted, requesting the State of California to provide Building Inspector services for the County and authorized Chairman to sign agreement relating to said services. On motion of Clark, seconded by Dalton, Res. 77-32, was passed and adopted, amending salary Resolution No. 76-68 by adding position of Building Inspector.

There being no further business the Board adjourned to meet in continued session, Monday, April 4, 1977 at 10:00 for the purpose of interviewing candidates for the position of Building Inspector and reviewing final report and study made by Gary C. Foss, personnel consultant.

FRANK L. LONG, Chairman
Board of Supervisors

ELLEN BRONSON, County Clerk &
ex officio Clerk of the Board
AGREEMENT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF
HOUSING AND COMMUNITY DEVELOPMENT AND

THE BOARD OF SUPERVISORS OF THE COUNTY OF MARIPOSA

The Board of Supervisors of the County of Mariposa (hereinafter County), in view of the fact that the County has no building inspector and because the State of California Department of Housing and Community Development (hereinafter State) had contracted with the County in 1968 and in each succeeding fiscal year has satisfactorily performed said service on behalf of and at the expense of the County, has determined to seek the State's assistance and has by Resolution adopted on March 29, 1977, attached and made a part of this agreement (Attachment A), directed the Chairman of the Board of Supervisors to enter into a contract with the State for that purpose.

1. The State agrees to act as the local enforcing agency and building inspector for the County as detailed below.

2. The State agrees to enforce within the corporate limits of the County all the applicable county ordinances relating to the State's and County's statutory responsibilities under all of the provisions of the State Housing Law and Earthquake Protection Law, Division 13, Parts 1.5 and 3, and Sections 18300 and 19992 of the Health and Safety Code of the State of California as applicable; California Administrative Code, Title 25, Chapters 1, 3 and 5 as applicable and all other applicable State statutes, rules and regulations, and the applicable provision of County Ordinance No. 289, attached to and made a part of this agreement (Attachment B). Such enforcement shall include all of the duties prescribed by these laws, rules and regulations including the making of all inspections and issuance of permits and orders required in enforcement. In the performance of this work, representatives of the State shall retain all the powers granted to them in the Health and Safety Code and the Labor Code of
the State of California. The State also agrees to perform other services
normally required of a county building inspector including but not limited to
attendance and testimony at public hearings, advising the Board of Supervisors
and providing assistance to other County departments.

3. The State agrees to collect all fees as required by law. The
fees charged shall be those required by State law or by County ordinance,
whichever is applicable. For the Earthquake Protection law the fees will be
those established by the Commission of Housing and Community Development unless
and until the County sets such fees, in which case the County fees shall be
applicable. The fees collected for the administration of the Mobilehome Parks
Act within Mobilehome Parks shall become the property of the State. All other
fees collected under this agreement shall become the property of the County,
and the State agrees to turn those fees over to the County on a quarterly basis
as described below.

4. The County agrees to reimburse the State for the cost of its
performance under this agreement but not to include any of the costs incurred
for the administration of the Mobilehome Parks Act within Mobilehome Parks.
In computing such costs the State shall include all actual time spent dis-
charging its duties under this agreement and travel and administrative overhead
and the cost of the forms and office materials, all at the normal departmental
rates in effect at the time the expenses are incurred. The State's determina-
tion of the actual cost of performance under this agreement shall be final
absent fraud, gross error or arbitrariness. Reimbursement will be accomplished
in the following manner. The State will compute its costs and revenues on a
quarterly basis and submit an accounting in duplicate to the County addressed to:

Board of Supervisors
County of Mariposa
Mariposa, CA 95338
If the amount of revenue collected in any quarter exceeds the amount of costs incurred, the State shall forward the outstanding balance to the County.

If the costs exceed the fees, that amount shall first be deducted from the initial surplus balance credited to the County (see paragraph 5) and, if that balance is exhausted, shall be carried forward and included in the next accounting as an amount due to the State.

5. The State and County agree that an initial outstanding balance due to the County exists in the amount of $4,142.02, such amount being the excess of fees collected over costs incurred during the period July 1, 1976 to September 30, 1976. That surplus may be used to offset costs in excess of fees in any quarter and upon termination and a final accounting shall be credited as revenue in computing a final balance due.

6. At the termination of this agreement, any outstanding or uncompleted inspections under permits issued by the State shall be completed by the State. The fees paid to the State for such permits and inspections shall become the property of the State; provided, that such inspections may be undertaken and completed by the County when agreed upon in writing by both parties in which case the State shall submit a final accounting as of the date of termination, computed as outlined in Paragraphs 4 and 5. If the State retains responsibility for such inspections, the State shall submit a final accounting as of the date those inspections are completed, but no later than ninety (90) days after the date of termination, after which the County agrees to assume responsibility for all inspections.

7. The County agrees to furnish suitable office space and telephone service at no cost to the State in connection with the State's performance under this contract.

8. The County agrees to cooperate with the State in the enforcement
program by making available at the State's request any and all information
it has that the State requires to carry out the enforcement program.

9. This agreement shall become effective when approved
and shall terminate on June 30, 1977. Either party may terminate this agree-
ment at any time after thirty (30) days written notice.

10. This agreement shall not become effective until signed by both
parties and approved by the State Department of Finance and the State Department
of General Services.

[Signatures]

Director, Department of Housing and
Community Development

Date

Chairman, Board of Supervisors
County of Mariposa

March 29, 1977

Date

Department of Finance

Date

Department of General Services

Date

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

SIGNATURE OF ACCOUNTING OFFICER

DATE

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1200
have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF CHIEF, DEPARTMENT OF AGENCY

DATE
MARIPOSA COUNTY RESOLUTION NO. 76-31

WHEREAS, the County of Mariposa has no Building Inspector and,

WHEREAS, the State of California Department of Housing and
Community Development is required by law to provide said services in the
absence of a County Building Inspector, and

WHEREAS, the County of Mariposa has contracted with the State of
California to provide these services since 1968 and each subsequent year.

THEREFORE, BE IT RESOLVED, the County of Mariposa requests that
the State of California provide said services to the County of Mariposa.

BE IT FURTHER RESOLVED, that the Chairman of said Board of
Supervisors of the County of Mariposa is authorized to sign said agreement
with the State of California Department of Housing and Community Development.

PASSED AND ADOPTED by the Board of Supervisors of the County of
Mariposa, this 29th day of March, 1977, by the following vote:

AYES: Clark, Dalton, Long, Owings

NOES: None

ABSENT: Walton

NOT VOTING: None

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

ATTEST:

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

ATTACHMENT A