The Board of Supervisors met this 3rd day of July, 1979, at 9:10 a.m. with all members present.

The minutes of June 25 and 26, 1979, were approved as corrected.

On motion of Erickson, seconded by Clark, effective immediately all motions, including those lacking a second or those failing, will be shown in the official Board minutes.

On motion of Clark, seconded by Owings, the Consent Agenda was approved: Judy Van Winkle, Acting Mental Health Director, Madera Mental Health Office to review Mariposa Mental Health finances, 6/2/79, nunc pro tuno.

On motion of Erickson, seconded by Clark, Res. 79-113 was passed and adopted, authorizing the Chairman to sign agreement for Agricultural Commissioner’s salary of $200 per month.

On motion of Clark, seconded by Erickson, Res. 79-114 was passed and adopted authorizing Chairman to sign agreement for Agricultural Commissioner's services relative to enforcement of Dept. of Food and Agricultural standards for certification and surveillance of eggs to U.S. standards.

On motion of Erickson, seconded by Weber, Ruby Grammer appointed to Mariposa Town Planning Council.

Ordinance 517, elected officials salary increases, read into the record. On motion of Weber, seconded by Clark, Ord. 517 was passed and adopted. Ayes: Weber, Clark, Dalton, Erickson. No: Owings.

On motion of Weber, seconded by Clark, Board reaffirmed Mariposa County Library hours as follows: Tuesday through Friday, 9:00 a.m. - 12 noon and 1:00 p.m. - 5:00 p.m.; Saturday, 12 noon to 5:00 p.m., effective July 1, 1979.

Mr. Lindstedt's request for documents discussed. County Counsel to write Mr. Lindstedt regarding documents which he requested of the Clerk.

On motion of Clark, seconded by Owings, Res. 79-115 was passed and adopted, opposing AB 510 (Fenton) relative to legal aid services.

As previously authorized, Chairman signed agreement with M & M Protection Consultants for County's participation in the Loss Control Program.

On motion of Clark, seconded by Owings, billing from Marsh McLennan in the amount of $850 for consulting services approved.

Road Commissioner William Lincoln discussed Road Department matters.

On motion of Owings, seconded by Clark, Board set July 24, 1979, 2:00 p.m. for public hearing for Board's review and recommendation for the forming of a task force relative to development of an area agency on aging.

Road Department bids for paving opened; bids received from George Reed, Inc., Flintkote Company, Sequoia Rock Co. Road Commissioner to review bids and make recommendation to the Board.

Acting as the Board of Directors Coulterville County Service Area No. 1, discussion took place on Coulterville Water/Wastewater System - Notice of Completion and final construction contract change orders for Coulter- ville Water/Wastewater project with Planner/Grantsman Robert Borchard and Special Districts Manager Roger McElligott.

On motion of Clark, seconded by Weber, public hearing scheduled for July 24, 1979, 3:30 p.m. to consider extension of urgency ordinance placing 5 acre minimum requirement on land divisions in Midpines.
On motion of Owings, seconded by Clark, on recommendation of Road Commissioner, Flintkote Company awarded Road Department paving bid; net bid price of $298,900.

CETA Project Administrator Bethanne Dowlan discussed CETA matters. On motion of Clark, seconded by Owings, Chairman authorized to sign Subgrant IV SYEP Agreement.

On motion of Clark, seconded by Owings, purchase of calculator out of CETA administrative, Title IV SYEP funds, approved.


The Board adjourned for lunch at 12:10 p.m. and reconvened in regular session at 2:05 p.m.

Hearing de novo opened on appeal of Planning Commission's Findings of Fact No. 5 by John Boldroff, LDA 811, Giest Road. Larry Enrico, Planning Office, presented Planning Commission's justification for denial of LDA 811. Jerry Freeman, agent for Mr. Boldroff, spoke on behalf of appellant's appeal. Input received from Forbes Simpson, Planning Commissioner, and John Boldroff. No further input received; hearing closed; Board deliberated on appeal. On motion of Erickson, seconded by Weber, appeal of John Boldroff, LDA 811, denied; Board upheld Planning Commission's Findings of Fact No. 5 on LDA 811.

Terry Cook, Placer County Supervisor and RCRC president spoke regarding RCRC activities.

On motion of Weber, seconded by Clark, Planning Office staff to prepare Findings of Fact on Boldroff's appeal for Board review.

Supt. of Building & Grounds Craig McDonald discussed remodeling of Clerk's office.

On motion of Owings, seconded by Weber, Board adjourned to meet in Executive Session at the request of County Sanitarian John Thomson regarding a legal matter, and reconvened in regular session.

On motion of Owings, seconded by Clark, Chairman authorized to sign on behalf of the County agreement with Civil Defense Director Robert R. Power for services in the amount of $150 per month.

On motion of Owings, seconded by Clark, Res. 79-104 amended with respect to additional budget transfer and appropriation requests made to the Board for approval.

On motion of Clark, seconded by Owings, claim for damages of Oswald Herman Milmore denied pursuant to Government Code Section 912.6.

On motion of Owings, seconded by Weber, Auditor directed to draw a warrant to George Robison out of Board's Professional and Specialized Services Account for services rendered.

Parks & Recreation Director Richard Begley discussed salaries presently being paid to Parks & Rec. employees.

Supervisor Clark excused from the meeting.

On motion of Weber, seconded by Erickson, Clerk to forward letter to the Chairpersons of all County Boards and Commissions advising them to make every effort to contact all committee members when a meeting has been cancelled or rescheduled. Absent: Dalton and Clark.
Acting as the Coulterville County Service Area Board of Directors, on motion of Weber, seconded by Owings, Board approved the filing of the Notice of Completion and approval of remaining change order requests for Schedules A, B, and C, as approved by the Planner/Grantsman. Absent: Clark.

The Board adjourned at 5:55 p.m. to meet in Administrative Practices Session on Monday, July 9, 1979, 9:00 a.m. for Administrative Practices Matters and other Board business.

EUGENE H. DALTON, JR., Chairman
Board of Supervisors

ATTEST:

Joan J. Lynk
Clerk of the Board
This Subgrant is entered into by the Prime Sponsor and the County of Mariposa hereinafter referred to as the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this cost reimbursement type Subgrant under the Comprehensive Employment and Training Act (CETA) of 1973 as amended. This modification consists of this sheet and those of the following as designated with an "X":
- Program Operating Plan(s) (Exhibit A)
- Program Narrative (Exhibit B) Addendum
- Program Budget Summary (Exhibit C)

**Allocation** $36,900 * Period January 1, 1979 through Sept. 30, 1979

**Obligation** $36,902 * Period January 1, 1979 through Sept. 30, 1979

**MODIFICATION:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Allocation</th>
<th>Obligation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prior Amount</td>
<td>$32,561</td>
<td>$32,561</td>
</tr>
<tr>
<td>Increase</td>
<td>$5,933</td>
<td>$5,933</td>
</tr>
<tr>
<td>Decrease</td>
<td>$1,586</td>
<td>$1,586</td>
</tr>
<tr>
<td>New Total</td>
<td>$36,902</td>
<td>$36,902</td>
</tr>
</tbody>
</table>

+---------------------+------------+----------+
| New Term            | Through    | Through  |
| ☐ Term Unchanged    |            |          |

* Allocation and Obligation figures include the most recent modification.

**ODIFICATION**

The purpose of this modification is (10) Increase $5939 for unexpended funds from EDD. Decrease because of over allocation by CBOS.

__________________________________________________________
PROVED FOR THE SUBGRANTEE

12) NAME AND TITLE
Eugene Dalton, Chairman, Board of Supervisors
Bethanne Dowlan, Project Administrator

__________________________________________________________
APPROVED FOR THE PRIME SPONSOR

13) NAME AND TITLE
Jarvis Arellano,
Executive Director
California Balance of State
EXHIBIT B
ADDENDUM

The Summer Readiness Program at Merced Jr. College has been cancelled because of a lack of interest and enrollments in the "Back to School Program". Consequently, this will enlarge the Work Experience Program which will be our only activity under this Subgrant.
**Program Operating Plan**

**Program Dates:**
- From June 1, 1979
- Through Sept. 30, 1979

**County:** Mariposa

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Expenditure</td>
<td>9226</td>
<td>18452</td>
<td>27,678</td>
<td>36,904</td>
</tr>
<tr>
<td>Planned Admin. Expenditure</td>
<td>875</td>
<td>1750</td>
<td>2625</td>
<td>3500</td>
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</table>

**Participants Enrolled**

<table>
<thead>
<tr>
<th>Category</th>
<th>Planned (A)</th>
<th>Actual (P)</th>
<th>Difference (A-P)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Total Participants Enrolled (A1+A2+A3+A4)</td>
<td>10</td>
<td>22</td>
<td>12</td>
</tr>
<tr>
<td>1. Status Changes Enrolling in This Component</td>
<td>3</td>
<td>3</td>
<td>0</td>
</tr>
<tr>
<td>2. Participants Entering This Year</td>
<td>7</td>
<td>19</td>
<td>12</td>
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</table>

**Total Individuals Terminated**

<table>
<thead>
<tr>
<th>Category</th>
<th>Planned (B1+B2+B3+B4+B5+B6)</th>
<th>Actual (P)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Total Entering Employment (B1A+B2A+B6A)</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>a. Direct Placement</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>b. Indirect Placement</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>c. Obtained Employment</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2. Other Positive Terminations</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>3. Nonpositive Terminations</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>4. Participants Carried Over</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>C. Total Individuals Status Change (C1+C2+C3+C4)</td>
<td>0</td>
<td>12</td>
</tr>
<tr>
<td>1. From This Component to</td>
<td>0</td>
<td>12</td>
</tr>
<tr>
<td>2. From This Component to</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3. From This Component to</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**Total Individuals Enrolled**

<table>
<thead>
<tr>
<th>Category</th>
<th>Planned (A1+A2+A3+A4)</th>
<th>Actual (P)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Unemployed 16-21 (not in school)</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>B. Veterans</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>C. Cash Welfare Eligible</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>D. Handicapped</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>E. Offenders</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>F. Seasonal and Migrant Workers</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>G. Displaced Homemakers</td>
<td>0</td>
<td>0</td>
</tr>
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</table>
### I. Funding:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
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<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

### II. Component/Cost Category Matrix:

#### Program Component

<table>
<thead>
<tr>
<th>Component</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>Admin.</td>
<td></td>
<td></td>
<td>$3500</td>
<td></td>
<td></td>
<td></td>
<td>$3,500</td>
</tr>
<tr>
<td>Allow.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wages</td>
<td></td>
<td></td>
<td>$29,436</td>
<td></td>
<td></td>
<td></td>
<td>$29,436</td>
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<tr>
<td>Fringe B.</td>
<td></td>
<td></td>
<td></td>
<td>$2,560</td>
<td></td>
<td></td>
<td>$2,560</td>
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<tr>
<td>Training</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services</td>
<td></td>
<td></td>
<td></td>
<td>$1,408</td>
<td></td>
<td></td>
<td>$1,408</td>
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<tr>
<td>Component Total</td>
<td></td>
<td></td>
<td>$36,904</td>
<td></td>
<td></td>
<td></td>
<td>$36,904</td>
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</tbody>
</table>

Planned Carry-Out
<table>
<thead>
<tr>
<th>NAME AND NO. OF INCUMBENT</th>
<th>POSITION TITLE AND AGENCY</th>
<th>SALARY PER PAY PERIOD</th>
<th>BENEFITS PER PAY PERIOD</th>
<th>NO. OF PAY PERIODS</th>
<th>FULL OR PART-TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bethanne Dowlan 561-76-2457</td>
<td>Project Administrator Mariposa Co. Emp. and Trng. Office</td>
<td>$1049</td>
<td>$320.42</td>
<td>4</td>
<td>Full</td>
</tr>
<tr>
<td>Chet Hormel 553-50-1495</td>
<td>Counselor/Monitor Mariposa Co. Emp. and Trng. Office</td>
<td>$705</td>
<td>$230.10</td>
<td>4</td>
<td>Full</td>
</tr>
</tbody>
</table>

REMARKS:

Staff listed should include subagent personnel charging the CETA program. Do not include participants working in an administrative, training, or services capacity.

Staff direct and allocated charges to this subgrant must be reflected by title, component and cost category on the Cost Allocation Plan for period of June 1, 1979 through Sept. 30, 1979 dated June 18, 1979.
1. Sponsor Name  | EXHIBIT C  
Mariposa County Employment and Training Office  
County of  

| 2. Title IV  | Mod No.  |  
| SYEP  | 1  
| Reg. No.  | 79003745  
| Component  | W.E.  

3. Total Direct and Allocated Administrative Staff Cost from your current Cost Allocation Plan  
   $ 1730  

4. Equipment:  
   A CETA-55 Property Requisition must be processed and approved according to the provisions of the CBOSS Handbook Part VII, prior to renting, leasing or purchasing equipment.  
   
   A. Administrative Equipment Purchases, Total  
      $180  
   
   B. Administrative Equipment Rental, Leases, Total  

5. Other Non-Staff Costs:  
   These costs include Travel, Communications, Premises Rent and Utilities, Office Supplies, Accounting and Payroll Services, Consultant and Legal Services, and other appropriate Non-Staff Costs.  
   
   A. Administrative Other Non-Staff Costs, Total  
      $1590  

6. Actual Administrative Costs through  
   per the CETA 20.  
   $00  

7. Total Administration  
   $3500
<table>
<thead>
<tr>
<th>1. Subgrantee Name</th>
<th>EXHIBIT C</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mariposa County Employment and Training Office for County of Mariposa</td>
<td>PROGRAM BUDGET DETAIL</td>
</tr>
<tr>
<td></td>
<td>SERVICES COSTS</td>
</tr>
</tbody>
</table>

2. Title | Mod No. 1 |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SYEP</td>
<td>79003285</td>
</tr>
<tr>
<td>Reg. No.</td>
<td></td>
</tr>
<tr>
<td>Component</td>
<td>N.E.</td>
</tr>
</tbody>
</table>

3. Total Direct and Allocated Services Staff Costs from your current Cost Allocation Plan

$ 1253

4. Equipment:

A CETA-55 Property Requisition must be processed and approved according to the provisions of the CBOC Handbook Part VII, prior to renting, leasing or purchasing equipment.

A. Services Equipment Purchases, Total

B. Services Equipment Rental, Leases, Total

5. Other Non-Staff Costs:

These costs include, but are not limited to Child care, health care, medical and dental services, residential support, assistance in securing bonding, transportation, family planning and legal services. Also included is space, utility, equipment and travel costs when an integral part of the job, of personnel engaged in providing services to participants.

A. Services Other Non-Staff Costs, Total

55

6. Actual Services Costs through ________ per the CETA 20.

00

7. Total Services

$ 1408
<table>
<thead>
<tr>
<th>Item(s) Required</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calculator, Sears PD 12</td>
<td>1</td>
<td>EA.</td>
<td>$107</td>
</tr>
</tbody>
</table>

Estimated tax, if any: $10.02

Estimated transportation and related costs: $2.15

Suggested method of acquisition:

Purchase [X] Rental [ ] Transfer [ ] Other [ ]

Suggested Source:
- Sears
- Mariposa County

Date Needed: July 15, 1979

Ship To: Mariposa County Employment and Training Office
P.O. Box 1915
Mariposa, California

Are above items approved in Subgrant? [X] Not as of this date.

If Yes, dollar amount $ [ ]

Justification: (Explain Need)
Lack of calculators for staff members.

Requested by: [Signature] 209-966-3643
Project Administrator
Position Title: [ ]
Phone No.

NOTE: "Title to property acquired pursuant to this requisition will not be vested in the Subgrantee or other using agency. See Subgrantee Handbook for Property Management Responsibility.

FOR CROS USE ONLY

<table>
<thead>
<tr>
<th>Property Management</th>
<th>Yes</th>
<th>No</th>
<th>Suggested Source:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grants Administration</td>
<td>[ ] Dollar Amount Available in Subgrant for Property $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grants Administration</td>
<td>[ ] Approve [ ] Disapprove [ ] Signature:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Field Representative</td>
<td>[ ] Approve [ ] Disapprove [ ] Signature:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Field Representative Supervisor</td>
<td>[ ] Approve [ ] Disapprove [ ] Signature:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CETA 55 Rev. 1 (3-78) 8 of 8
THIS AGREEMENT, made and entered into this 1st day of June, 1979, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

hereinafter called the Contractor,

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

In accordance with the Food and Agricultural Code, the Director of Food and Agriculture, hereinafter referred to as Director, and the County of Mariposa, hereinafter referred to as County, acting by and through its Board of Supervisors, hereby agree as follows:

(1) The Director will partially compensate County for services performed by the County Agricultural Commissioner for the purpose of securing more uniform and adequate enforcement of applicable provisions of the Food and Agricultural Code throughout the State, and to otherwise effectuate the purposes of Sections 2221 through 2224 of the Food and Agricultural Code.

(2) The Director agrees to pay the County for the 1979-80 fiscal year, a sum not to exceed Two Thousand Four Hundred Dollars ($2,400.00) to be used for the salary of the Agricultural Commissioner employed pursuant to Section 2124 of the Food and Agricultural Code. Payment will be made in arrears on or about June 30, 1980 calculated as follows: Payment will be at the rate of $200 per month for each month the Agricultural Commissioner is employed. If the position is vacant 30 consecutive days or less, the annual payment will not be reduced. A vacancy of more than 30 consecutive days will reduce the annual payment. Partial months after the first 30 days of vacancy will be treated as whole months in computing the reductions. Appointment of a commissioner to fill the vacancy may be for an interim or fixed period, but shall not be at a lower monthly rate or range than that established for the Commissioner's position. (Continued on page 2)

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

STATE OF CALIFORNIA

DEPARTMENT OF FOOD AND AGRICULTURE

BY AUTHORIZED SIGNATURE:

TITLE

Business Service Officer

(Continued on SHEETS, EACH HEADING NAME OF CONTRACTOR)

Department of General Services
Use ONLY

AMOUNT ENCUMBERED
$2,400.00

APPROPRIATION

FUND

UNENCUMBERED BALANCE

ITEM

CHAPTER

STATUTE

FISCAL YEAR

179

79/80

SIGNATURE OF ACCOUNTING OFFICER

DATE

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

SIGNATURE OF OFFICER SIGNED ON BEHALF OF THE AGENCY

DATE
(3) It is agreed that the amount which is paid to the County shall not exceed two-thirds of the amount of the salary which is paid to the Commissioner who is employed pursuant to Section 2194.

(4) Payment will be made at the end of each fiscal year upon submission of invoice indicating periods that the position of Agricultural Commissioner was actually filled by a qualified person.

(5) The term of this agreement shall be from July 1, 1979 through June 30, 1980. Payment by the Director is subject to the availability of appropriated funds for the purpose of this contract and compliance by the county with the applicable provisions of the Food and Agricultural Code. This agreement may be terminated by either party at any time during this term upon giving not less than 30 days written notice to the other party.
STANDARD AGREEMENT  

STATE OF CALIFORNIA  

This Agreement, made and entered into the 1st day of July 1979, by and between State of California, through its duly elected or appointed qualified and acting Director, called the State, and COUNTY OF MARIPOSA, called the Contractor, ARTICLES:  

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

(a) services to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and other plans and specifications, if any.  

(b) Contractor shall perform enforcement services in accordance with the attachment described as Method of Procedure for Enforcement of Department of Food and Agriculture Standards and for Certification and Surveillance of Eggs to U. S. Standards", which is identified as Exhibit 'A' and by this reference made a part hereof.  

This agreement shall be for a one (1) year period commencing July 1, 1979, and terminating June 30, 1980.  

The total compensation payable hereunder for the period of this agreement shall not exceed 704.00.  

This agreement may be cancelled by either party upon thirty (30) days written notice or upon termination of funding by the United States Department of Agriculture. Should the agreement be terminated, payment shall be made for work performed up to the effective date of termination.  

Notice to the Agricultural Commissioner of said county shall be deemed notice to the County. Notice to the Chief, Egg and Poultry Quality Control in Sacramento shall be deemed notice to the Director of Food and Agriculture.  

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

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

STATE OF CALIFORNIA  

AGENCY: DEPARTMENT OF FOOD AND AGRICULTURE  

DIRECTOR:  

DEPARTMENT OF FOOD AND AGRICULTURE  

NUMBER: 8024  

COUNTY OF MARIPOSA  

CONTRACTOR  

AUTHORIZED SIGNATURE  

AUTHORIZED SIGNATURE  

WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.
1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

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

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

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

5. Time is the essence of this agreement.

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

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

The attached Fair Employment Practices Addendum is by this reference made a part hereof.

This agreement shall not be considered effective unless signed by both parties and approved by the Department of General Services unless exempted from that approval.
EXHIBIT 'A'

METHOD OF PROCEDURE FOR ENFORCEMENT OF DEPARTMENT OF FOOD AND AGRICULTURE STANDARDS AND FOR CERTIFICATION AND SURVEILLANCE OF EGGS TO U.S. STANDARDS:

PART I - THE STATE -

a) through the State Supervising Inspector will assume responsibility for coordinating the training and supervision of inspectors, interpretation and application of grades, and methods of making inspections.

b) through the Federal Supervising Inspector will issue Federal licenses to such qualified inspectors as may be employed by the County Department of Agriculture for work to be done under their agreement that requires a Federal license.

c) will furnish the standard inspector's notes now in use under similar cooperative agreements with the various counties; provided, that additional printing which is agreed upon by both parties to be necessary to the work under this agreement may be done by the county and the cost of such printing shall be credited to the county in the quarterly billing to the State.

d) will provide for the collection of the necessary grading fees either directly or through the Federal trust fund.

e) will compensate the County for the following services:

   1. CALIFORNIA ENFORCEMENT (Mill Fee) -
   An amount based upon the number of cases of eggs available for inspection at packing, distribution and retail outlets from the total designated mill fee monies available for distribution. Total amount payable under this portion of this agreement shall not exceed:
   $500.00

   2. USDA SURVEILLANCE -
   $51 for each original mandatory USDA surveillance visit that is required to be made within the county. The total amount payable under this portion of this agreement shall not exceed:
   $204.00

   3. USDA CERTIFICATION -
   For USDA fee certification an amount of $8.50 per hour plus per diem expenses in accordance with current Board of Control rates. The total amount payable under this portion of this agreement shall not exceed:
   $__

PART II - THE COUNTY DEPARTMENT OF AGRICULTURE -

a) will maintain time slips for each inspector on a daily basis showing the number of hours spent performing services under this agreement together with copies of official certificates as specified by the Director and any other records as required giving a summary of work performed.

b) will keep a separate and complete account of all receipts or expenditures of monies and all time slips for the work done under this agreement, and the Department of Food and Agriculture shall have an opportunity to audit these records periodically. The audit shall cover the terms and provisions of this agreement and the report shall contain a statement of financial condition. These records
shall be accessible to the State supervising inspectors at all times. All such receipts, time slips, and other records as required by the Director shall be maintained and kept by the county until audited. However, in no case, even though not audited, shall the county be required to maintain any records for a period to exceed three (3) years.

c) will pay an hourly rate and any necessary expenses for the time inspectors are employed to work under this agreement. County, on a quarterly basis, shall submit to the Director an invoice for the work performed showing the number of mandatory USDA surveillance visits made and the number of hours worked for USDA certification work, and an amount for per diem expenses in accordance with current Board of Control rates.

d) will request quarterly payments be made upon completion of the minimum work-load requirements for mill fee enforcement as follows:

Cases of eggs available for inspection at wholesale 15,600.
Minimum number of cases of eggs to be inspected quarterly 29.
Cases of eggs available for inspection at retail 7,830.
Minimum number of cases of eggs to be inspected quarterly 19.

e) will furnish the necessary inspection equipment, transportation, office space, expenses and supplies, and clerical help for carrying on the inspection work under this agreement.

f) will use only federally-licensed personnel to certify eggs for U.S. Standards.

PART III - ADDITIONAL PROVISIONS -

a) the appropriate Federal or State supervisors will have the right to enter the county at any time where work is being done under this agreement to observe the actual inspection of eggs.

b) all licensed inspectors shall adhere to current regulations in 7 CFR, Part 56, Grading of Shell Eggs and United States Standards, Grades, and Weight Classes for Shell Eggs.

c) State and County personnel will keep each other informed on all activities pertaining to inspections made pursuant to this agreement.

d) in the performance of services, the State shall be responsible for any liability resulting from the negligent or wrongful acts or omissions of its officers, agents, and employees, and the County shall be responsible for any liability resulting from the negligent or wrongful acts or omissions of its officers, agents, and employees.
FAIR EMPLOYMENT PRACTICES ADDENDUM

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

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

3. Remedies for Willful Violation:

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

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

*See Labor Code Sections 1411-1432.5 for further details.*
S.P.C.A. GROUND LEASE

The County of Mariposa, recognizing the substantial role of the Society for the Prevention of Cruelty to Animals of Mariposa, California, in the planning, fund raising, and development of an S.P.C.A. program in the County of Mariposa and the S.P.C.A.'s contribution to community education in the care and treatment of animals through its staffing, operation, and maintenance of the S.P.C.A.'s program and office; and

Desiring to assure the long-range benefits to be mutually enjoyed by a continuance of the relationship which now exists between the County of Mariposa and the Society for the Prevention of Cruelty to Animals in the operation of its program, the County of Mariposa and the Society for the Prevention of Cruelty to Animals enter into this ground lease, the terms of which are:

For the purposes of brevity and clarity, the County of Mariposa will hereafter be referred to as "COUNTY" and the Society for the Prevention of Cruelty to Animals will be referred to as "SOCIETY".

PREMISES

That particular parcel of land consisting of 3.13 acres at the Mariposa County Solid Waste Site on Highway 49 North more particularly described in Exhibit "A" attached hereto and made a part hereof as though set out in full.

TERM OF LEASE

The term of this lease shall be for fifty (50) years commencing upon the date of execution of this instrument.

///

///
OCCUPANCY AND USE

The use and occupancy for which the premises are to be used by SOCIETY shall be restricted to the following:

1. To develop and construct a building and related facilities to be used as SOCIETY'S headquarters for the conduct of SOCIETY'S animal humane program in the County of Mariposa.

2. To develop and operate a non-profit animal shelter and to conduct all necessary activities related to the conduct of said animal shelter.

3. To conduct a non-profit countywide animal adoption agency.

4. To conduct a countywide humane public information program for the humane care and treatment of animals.

5. To conduct a countywide neutering program for cats and dogs.

6. To conduct such activities and programs necessarily related to standard countywide humane SOCIETY activities in keeping with SOCIETY'S Articles of Incorporation.

SOCIETY agrees to use the premises designated for its occupancy exclusively for the operation of a countywide humane society and supporting activities.

RESPONSIBILITIES

SOCIETY shall have the responsibility to develop at its cost and expense all improvements to be constructed and maintained on said demised premises at no cost to COUNTY. SOCIETY shall be responsible for all utilities including water, sewer, electrical, and telephone service and landscaping.

///
RENT

The total rent for the lease period shall be Fifty Dollars ($50). SOCIETY agrees to pay said rent in annual installments of One Dollar ($1) on or before January 1 of each year during the term of this lease.

ASSIGNMENT OR SUBLETTING

SOCIETY shall not assign this lease, or any interest therein, and shall not sublet any portion of the property which is the subject of this lease without the written consent of COUNTY first had and obtained.

CONSTRUCTION AND OPERATION OF HUMANE SOCIETY FACILITIES

SOCIETY agrees to commence construction on its proposed facility within 6 months from completion of grading and, upon occupancy of said facilities, to have said facilities open to the public at least four hours per day for 260 days during each calendar year within the term of this lease.

INSURANCE

Liability Insurance: SOCIETY covenants and agrees to take out and keep in force during the term of this lease public liability insurance to protect against any liability to the public incident to the use of or resulting from any accident occurring in or about the portions of the premises which are the subject of this lease, the extent of liability under such insurance to be not less than $100,000 for any one person injured, or $300,000 for any one accident, or $25,000 for property damage. COUNTY shall be named as an additional insured on said policy of insurance.

///
Extended Coverage Fire Insurance: SOCIETY covenants and agrees to take out and keep in force during the term of this lease extended coverage fire insurance upon all insurable property other than artifacts which it constructs or places on the premises.

BREACH AND TERMINATION

In the event SOCIETY breaches this agreement in any material respect, COUNTY may terminate this lease by serving written notice upon SOCIETY of its intention to terminate this lease at the end of the succeeding calendar year if SOCIETY, during the intervening period (December 31st of the year following the year in which the breach occurred), does not fully correct its breach and mend its obligation hereunder.

REMOVAL OF PROPERTY UPON TERMINATION

Upon expiration of this lease or upon termination at any earlier date, COUNTY agrees to allow SOCIETY sixty days within which to remove all personal property. The ownership of improvements including buildings constructed on said demised premises shall revert to COUNTY, unless removed by Society within sixty days, upon expiration or termination of this lease.

ENTIRE AGREEMENT

This lease contains the entire agreement of the parties with respect to the matters covered by this lease and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this lease shall be binding or valid.

PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this lease is held by a court of competent jurisdiction to be invalid
void, or unenforceable, the remainder of the provisions shall re-
main in full force and effect and shall in no way be affected,
impaired, or invalidated.

IN WITNESS THEREOF, the parties have hereunto set their
hands and seals as of the day and year hereinbelow written.

DATE: _______________________

APPROVED AS TO FORM:

[Signature]

NEIL E. VAN WINKLE
COUNTY COUNSEL

DATE: _______________________

ATTEST:

[Signature]

JOAN J. LYNK
CLERK OF THE BOARD

LESSOR: COUNTY OF MARIPOSA

BY [Signature]
EUGENE P. DALTON, JR., CHAIRMAN
BOARD OF SUPERVISORS

LESSEE: SOCIETY FOR THE PREVENTION
OF CRUELTY TO ANIMALS

BY [Signature]
PRESIDENT

BY [Signature]
SECRETARY
All that certain property situated in projected Section 9, T5S R18E, MD B & M Rancho Las Mariposas, County of Mariposa, Mariposa, California described as follows:

Commencing at the point of intersection of the West line of Mariposa County Dump site and State Highway 49 Right of Way as shown on Record of Survey Map No. 1488, recorded April 12, 1966 in Mariposa County official records, Mariposa, California. Said point being the point of beginning of this description, thence Northerly along said State Highway 49 Right of Way through a curve to the left with a radius of 960.00, a tangent that bears N 88°50'41" E through a central angle of 27°17'41", 457.33 feet; thence N 62°11'46" E, 171.96 feet; thence N 51°31'19" E, 34.66 feet thence leaving State Highway 49 Right of Way S 3°15'16" W, 230.08 feet; thence S 67°58'40" W, 258.8 feet; thence S 74°38'28"W, 562.66 feet to the Point of beginning, said point being the terminal point of this description containing 3.13 acres more or less.
June 26, 1979

County of Mariposa
Neil Van Winkle, County Counsel
P. O. Box 1155
Mariposa, CA 95338

M&M Protection Consultants

Dear Neil:

It was with pleasure I learned of the Board's decision to authorize the County of Mariposa's participation in the Loss Control Program I outlined for you in my letter of June 4, 1979.

The cost of the program as listed in the proposal is not to exceed $4,000 for one year's effort. Visits to the County will be on a bi-monthly basis. The terms of the contract will be from July 1, 1979 to June 30, 1980.

Billing for the contract will be done through Marsh and McLennan on a quarterly basis.

Regards,

Roxie Pickett
Safety Consultant

The terms of the above consulting services are accepted.

Approved by

Invoices to be sent to the attention of:

Date approved:
S.P.C.A. GROUND LEASE

The County of Mariposa, recognizing the substantial role of the Society for the Prevention of Cruelty to Animals of Mariposa, California, in the planning, fund raising, and development of an S.P.C.A. program in the County of Mariposa and the S.P.C.A.'s contribution to community education in the care and treatment of animals through its staffing, operation, and maintenance of the S.P.C.A.'s program and office; and

Desiring to assure the long-range benefits to be mutually enjoyed by a continuance of the relationship which now exists between the County of Mariposa and the Society for the Prevention of Cruelty to Animals in the operation of its program, the County of Mariposa and the Society for the Prevention of Cruelty to Animals enter into this ground lease, the terms of which are:

For the purposes of brevity and clarity, the County of Mariposa will hereafter be referred to as "COUNTY" and the Society for the Prevention of Cruelty to Animals will be referred to as "SOCIETY".

PREMISES

That particular parcel of land consisting of 3.13 acres at the Mariposa County Solid Waste Site on Highway 49 North more particularly described in Exhibit "A" attached hereto and made a part hereof as though set out in full.

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CONSTRUCTION AND OPERATION OF HUMANE SOCIETY FACILITIES

SOCIETY agrees to commence construction on its proposed facility within 60 months from completion of grading and, upon occupancy of said facilities, to have said facilities open to the public at least four hours per day for 260 days during each calendar year within the term of this lease.

INSURANCE

Liability Insurance: SOCIETY covenants and agrees to take out and keep in force during the term of this lease public liability insurance to protect against any liability to the public incident to the use of or resulting from any accident occurring in or about the portions of the premises which are the subject of this lease, the extent of liability under such insurance to be not less than $100,000 for any one person injured, or $300,000 for any one accident, or $25,000 for property damage. COUNTY shall be named as an additional insured on said policy of insurance.

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void, or unenforceable, the remainder of the provisions shall re-
main in full force and effect and shall in no way be affected,
impaired, or invalidated.

IN WITNESS THEREOF, the parties have hereunto set their
hands and seals as of the day and year hereinbelow written.

DATE: ______________________________

APPROVED AS TO FORM:

NEIL B. VAN WINKLE
COUNTY COUNSEL

DATE: ________________

LESSOR: COUNTY OF MARIPOSA

BY
EUGENE P. DALTON, JR., CHAIRMAN
BOARD OF SUPERVISORS

LESSEE: SOCIETY FOR THE PREVENTION
OF CRUELTY TO ANIMALS

BY

PRESIDENT

BY

SECRETARY
EXHIBIT "A"

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The Board of Supervisors, Mariposa County, met this 9th day of July, 1979, in Administrative Practices Session and other Board business.

Roger McElligott, Solid Waste Director, discussed purchase of equipment. On motion of Clark, seconded by Owings, Res. 79-116 was passed and adopted, transferring $300 from Solid Waste fixed assets, bins, revenue sharing money, to Solid Waste Maintenance Equipment.

On motion of Weber, seconded by Clark, road name of "Blackberry Creek Road" approved; road located off Morningstar Lane, District 4. Clerk to notify all concerned. Planning Commission to make recommendations to the Board with respect to naming of unnamed roads and new roads servicing approved sub-divisions.

Discussion ensued regarding Planning Commission's request of the Mariposa Telephone Company to have its building reflect a western motif and the subsequent building construction in the Bootjack area. Planning Commission to respond to the Board by July 24, 1979, on the Mariposa Telephone Co. letter with regard to the disparity between the requirements imposed on the Telephone Co. and the newer constructions in the Bootjack area.

Harvey Bass spoke regarding the cost of construction of buildings reflecting a western motif.

Discussion took place on the editorial which appeared in the Gazette, July 3, 1979, regarding zero base budgeting.

Board to request Auditor prepare specific information regarding Dept. Head budget requests and those requests actually approved.

Civil Defense Director to pursue repairs of the Civil Defense jeep and advise Board of cost.

Al Goman, Chairman of Merced Board of Supervisors, presented a plaque and resolution honoring Mariposa County's 125th Anniversary.

Marguerite Ferrero spoke regarding the space requirements for the special prosecutor from the Attorney General's office land division investigation.

Dee Hartung and Azelia Upshaw from the California Dept. of Aging discussed the Administration of Title III of the Older Americans Act and the task force development of an area agency on aging. On motion of Clark, seconded by Owings, Supervisor Harold Weber appointed to serve on the Task Force. On motion of Clark, seconded by Owings, John Fiske appointed to serve on the Task Force as the Title 3, 5, and 9 representative. Absent: Erickson.

On motion of Owings, seconded by Weber, Helen Green, representing the Commission on Aging, appointed to serve on the Task Force, on recommendation of the Commission on Aging.

On motion of Clark, seconded by Weber, proposed job description for the Clerk of the Board approved. Supervisor Erickson requested vote be held until July 10, 1979 meeting. Motion and second withdrawn.

Discussion ensued regarding Confidential Employees". On motion of Owings, seconded by Erickson, County Counsel to prepare a written legal opinion with respect to the definition of a "Confidential Employee".

Supervisor Clark excused at 6:15 p.m. from meeting.

The Board adjourned at 6:25 p.m. to meet in regular session on July 10, 1979 at 9:00 a.m.

ATTEST:

Joan J. Lynk
Clerk of the Board

EUGENE F. DALTON, JR., Chairman
Board of Supervisors
The Board of Supervisors, Mariposa County, met this 10th day of July, 1979 at 9:15 a.m. with all members present.

The minutes of July 3, 1979, as corrected, were approved.


Auditor-Recorder Barbara Saye spoke with the Board regarding the "Analysis of Revenues by Sources". Auditor to prepare for Board's future review and information an explanation of the various sources of revenues. Auditor and Assessor to prepare an estimate of projected revenues for Board review.

County Counsel to review revenues received from sale of 125th Anniversary coins relative to the $420 billing from the Gazette for advertising in the 125th Anniversary book.

Following discussion with Glen Power, Veterans Service Officer, Board approved travel of two Veterans Service Office employees to Sacramento, 7/25/79, to attend a meeting of Northern Calif. Veterans Service Officers, on motion of Clark, seconded by Weber.

Road Commissioner William Lincoln discussed Road Department matters.

Planner/Grantsman Robert Borchard discussed Planning Office matters. On motion of Clark, seconded by Weber, Ord. 518 was introduced and first reading waived, amending Ord. 499-Surface Mining and Reclamation Ordinance, extending the deadline date for notification of existing operation from July 1, 1979, to September 1, 1979, contained in Section 18.02.060.

On motion of Owings, seconded by Weber, Board approves the response to the July 3, 1979, Gazette editorial regarding Zero Base Budgeting. Supervisor Erickson read the Board's response into the record.

On motion of Clark, seconded by Weber, Planner/Grantsman to write BLM requesting answers to Board's concerns with respect to land use proposal by BLM.

Acting as the Board of Directors, Coulterville County Service Area No. 1, on motion of Clark, seconded by Owings, final construction billings from Twain Harte for Schedules A, B & C, Coulterville, in the amount of $33,596.26 approved.

Acting as the Board of Directors, Mariposa Parking District No. 1, final billing for Construction engineering services from McGlasson & Associates in the amount of $5,332.44 approved.

CETA Project Administrator Bethanne Dowlan presented CETA grant matters to the Board. On motion of Clark, seconded by Owings, Chairman authorized to sign Title IID, decreasing the contract amount by $21,000 due to unexpended funds. On motion of Clark, seconded by Owings, Chairman authorized to sign Title VID, decreasing the contract amount by $22,428.

John Fiske spoke regarding Forest Service fire control in the Greeley Hill area.

Acting as the Local Transportation Commission, Raul Sanchez, CALTRANS, presented and discussed the Transit Study Flow Chart which outlines the transit study in Mariposa County for FY 79-80 relating to the needs of the five mountain counties.
County Clerk Ellen Bronson presented the Clerk’s Certificates to Recall Petitions filed on June 18, 1979 for Supervisor Harold Weber, District 4, and Supervisor Owings, District 5. County Clerk requested Board set aside $12,000 for cost of a Special Election to be held on November 6, 1979.

On motion of Clark, seconded by Weber, Res. 79-117 was passed and adopted, expressing intent to continue the Cooperative Agreement between the County of Mariposa and the State of Calif. acting through its Director of the Dept. of Forestry, which provides Fire Protection Services for the County.

Letter from Sheriff requesting amendment to jail FY 79-80 budget discussed. Clerk to forward request to Auditor to be included in final budget proceedings.

Request from Assessor requesting amendment to FY 79-80 budget regarding additional vehicle to be forwarded to the Auditor for inclusion in final budget proceedings.

Deputy D.A. McMechan presented to the Board letter from Assistant Attorney General Arnold Overbay dated June 21, 1979, and Compromise and Release between Mr. McCoon and the County of Mariposa. On the consensus of the Board further discussion to be deferred until County Counsel has received the Authorities from the Deputy District Attorney, and forwarded Board’s Authorities to the District Attorney’s office.

Clerk to respond to Mr. Glenn Robinson’s letter requesting improvement of access road off of French Camp Road by use of Mr. McCoon fine monies.

On motion of Clark, seconded by Owings, letter from Dept. of Agriculture regarding a Memorandum of Understanding relative to Surface Mining and Reclamation Coordination in Mariposa County to be forwarded to Planning Commission and Mining Council by the Clerk for review and recommendation to the Board.

Discussion ensued regarding the Clerk of the Board’s job description.


On motion of Owings, seconded by Weber, Auditor directed to consolidate fund balances for the purpose of paying the Merced Housing Authority for expenses for travel, postage, salaries, telephone, and administration. On motion of Owings, seconded by Weber, Auditor directed to draw a warrant in the amount of $1,000 to the Merced Housing Authority for expenses incurred.

On motion of Owings, seconded by Weber, Clerk of the Board job description to be forwarded to the Personnel Policies and Procedures Committee for salary review.

On motion of Erickson, seconded by Owings, Res. 79-119 was passed and adopted, accepting resignation of Donna M. Lock and commending her for the fine record of service to and concern for her community in the performance of her duties. On motion of Owings, seconded by Erickson, Res. 79-119 shall become an official part of the Board Minutes:

MARIPOSA COUNTY RESOLUTION 79-119

RESOLVED, by the Board of Supervisors of the County of Mariposa, State of California, that:
WHEREAS, DONNA MATLOCK has served the County of Mariposa for seven years; and

WHEREAS, DONNA MATLOCK has a record of outstanding public service as Mariposa County Planning Commission Secretary, as Deputy County Clerk acting as Clerk of the Board and Elections Clerk, and as Public Information Officer and Secretary to the Board of Supervisors, contributing immeasurably to the Board of Supervisors and the County of Mariposa; and

WHEREAS DONNA MATLOCK has also given or her own time to act as Secretary to the 125th Anniversary Celebration Committee; and

WHEREAS, DONNA MATLOCK has been a member of the community since 1953; and

WHEREAS, her pleasant demeanor and personality have made DONNA MATLOCK an outstanding representative of Mariposa County; and

WHEREAS, DONNA MATLOCK has, with regrets, chosen to resign to advance her career and to move to Hawaii; and

WHEREAS, it is appropriate at this time that DONNA MATLOCK be commended publicly on her outstanding display of personal and professional achievement.

NOW, THEREFORE, this Board hereby determines and orders that the Board of Supervisors of the County of Mariposa, with regrets, does accept the resignation of DONNA MATLOCK and does commend her publicly for the fine record of service to and concern for her community in the performance of her duties; and that the Board of Supervisors of the County of Mariposa does hereby extend best wishes to DONNA MATLOCK for every success in her future endeavors.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa this 10th day of July, 1979, by the following vote:

AYES: Clark, Dalton, Erickson, Weber, Owings

NOES: None

NOT VOTING: None

ABSENT: None

The Board adjourned at 5:45 p.m. to meet in Administrative Practices Session on Monday, July 16, 1979, 9:00 a.m.

EUGENE R. DALTON, JR., Chairman
Board of Supervisors

ATTEST:

Joan J. Lynk
Clerk of the Board
The Board of Supervisors, Mariposa County met this 16th day of July, 1979 at 9:15 a.m. with Supervisors Dalton, Weber, Clark, and Owings present. Supervisor Erickson arrived at 9:30 a.m.

Discussion took place on the Courthouse renovation and air conditioning; further discussion to ensue with Parks & Rec. Director Richard Begley and Supt. of Building and Grounds Craig McDonald.

Transportation for senior citizens to Board's public hearing on July 24, 1979 regarding the area agency on aging task force discussed.

Board reviewed with Auditor Barbara Saye the Revenue by Source prepared by her office.

Building and Grounds Supt. Craig McDonald was instructed to have air conditioning units the Courthouse repaired, and to remove one unit from the Board Room and place in the Justice Court office.

Following discussion on office space for the Assessor's office and the Special Prosecutor, Supervisors Clark and Owings were instructed to review office space available and make recommendation to the Board.

It was the consensus of the Board that there would be no meeting on July 30 and July 31, 1979, fifth Monday and Tuesday of the month.

It was the Board's decision that the mileage policy would be that mileage would begin at a point of origin approved by the department head; County Counsel to prepare resolution for Board's review.

The Board adjourned for lunch at 11:45 a.m. and reconvened at 1:30 p.m.

Discussion ensued on the yearly selection process of the Chairman and the Vice-Chairman of the Board.

Board reviewed with Auditor Barbara Saye the Summary of Available Financing.

Parks & Rec. Director Richard Begley commented on the recent personnel policy on stand-by compensation by referencing his letter of June 27, 1979, same subject.

Veterans Service Officer Glen Power and Parks & Rec. Dir. Rich Begley discussed their presentation at the Mother Lode Senior Citizens meeting with respect to a community center. Discussion ensued on transportation arrangements for senior citizens wishing to attend Board public hearing, July 24, 1979, 2:00 p.m. regarding area agency on aging task force. Transportation arrangements to be made by Glen Power.

Supervisor Owings presented recommendation on office space: four Assessor employees to be relocated to old Planning Office; Special Prosecutor to occupy old Building Dept. space. Supervisor Erickson to contact Ag Inspector re storage of poison.

The Board adjourned at 5:15 p.m. to meet in regular session at 9:00 a.m., July 17, 1979.

ATTEST:

EUGENE P. DALTON, JR., Chairman
Board of Supervisors

Joan J. Lynk
Clerk of the Board
The Board of Supervisors, Mariposa County, met this 17th day of July, 1979 with all members present.

The minutes of July 9 and 10, 1979, were approved as mailed.

On motion of Clark, seconded by Owings, the Claims as presented by the Auditor were approved:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coulterville Water Construction</td>
<td>$6,180.03</td>
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<tr>
<td>Coulterville Sewer Construction</td>
<td>$27,416.23</td>
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<td>Mariposa Parking Construction</td>
<td>$5,332.44</td>
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<tr>
<td>Special Aviation</td>
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<td>Mariposa Parking Maintenance</td>
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<td>Dept. of Justice</td>
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<tr>
<td>Water Agency</td>
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<tr>
<td>Hornitos Lighting</td>
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<tr>
<td>Coulterville Lighting</td>
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<td>Mariposa Lighting</td>
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<td>Vehicle Property Damage Fund</td>
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<td>Revenue Sharing</td>
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<td>Justice Subvention Fund</td>
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<td>SAP Fund</td>
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<td>Coulterville Service Area</td>
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<td>Don Pedro Sewer</td>
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<td>Mariposa Pines</td>
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<td>Don Pedro Unit 1M</td>
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<td>Yosemite West Maintenance</td>
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<td>Law Library</td>
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<tr>
<td>General Fund</td>
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</table>

Civil Defense Director Robert Power advised the Board of necessary vehicle repairs. On motion of Owings, seconded by Erickson, additional funds to repair the civil defense jeep are not to be expended; jeep to be included in vehicles to be auctioned off.

On motion of Erickson, seconded by Clark, Auditor directed, per D.A.'s request, to draw warrants in the amounts of $390 for advance witness fees, and $40 for witness meals.

Road Commissioner William Lincoln discussed Road Dept. matters. On motion of Owings, seconded by Erickson, Board approved the Acceptance of Dedication for Hirsch Road and Clerk directed to have document recorded.

On motion of Clark, seconded by Erickson, urgency Ordinance 519 was passed and adopted, delegating powers to the Road Commissioner to restruct the use of, or close, any County highway whenever the Road Commissioner considers such closing or restriction of use necessary.

Road Commissioner presented the survey map of the Superintendent of Schools property. On motion of Owings, seconded by Erickson, Assessor to appraise the 7400' vacant lot and the Greeley Hill property; County Counsel to then proceed with necessary action to convey property to the Supt. of Schools.
On motion of Erickson, seconded by Owings, Res. 79-120 was passed and adopted, setting out procedures to be followed by the Building Dept. with respect to encroachment permits issued by the Road Dept. Clerk to forward copy of Res. 79-120 to the Road Commissioner, Building Inspector, and Planner/Grantsman.

Planner/Grantsman discussed Planning Office matters. Acting as the Board of Directors, Mariposa County Parking District No. 1, on motion of Erickson, seconded by Weber, audit report from Olson, Olson, and Brammer on the parking lot project accepted, and billing approved in the amount of $1250 for services rendered.

On motion of Weber, seconded by Owings, EIR Contract, Best Mobile Home Park (U.P. 121) approved and chairman authorized to sign on behalf of the County: 7-10-79-1B, County/Environmental Consultant, $2,985; 7-10-79-1A, County/Wilkes and Smith, $3,235.

On motion of Erickson, seconded by Weber, second reading of Ord. 518 waived. On motion of Erickson, seconded by Clark, Ord. 518 was passed and adopted, extending Surface Mining and Reclamation notification deadline date.

On motion of Clark, seconded by Erickson, Robert Laursen appointed to serve on the OEDP Committee, representing District 2.

On motion of Clark, seconded by Owings, office space relocations approved: Assessor Office to occupy old Planning Office space; Special Prosecutor and staff to occupy old Building Dept. space in Hall of Records.

Clerk to notify Auditor that Board was advised that Williamson Act monies from State will not be deleted from the budget; information received via telephone this date.

On motion of Clark, seconded by Owings, Veterans Service Officer Glen Power to handle transportation for senior citizens wishing to attend Board public hearing scheduled for July 24, 1979, 2:00 p.m. regarding area agency on aging task force.

On motion of Clark, seconded by Erickson, Res. 79-121 was passed and adopted, creating a cash difference fund for the County Tax Collector in the amount of $300 under provisions of the Government Code.

On motion of Owings, seconded by Clark, Res. 79-122 was passed and adopted, designating point of origin for mileage reimbursement to be approved by the Dept. Head.

On motion of Clark, seconded by Erickson, Board approved the Statutory Provisions relating to Destruction of Records and Interest to Governmental Agencies and County Counsel directed to forward a copy to affected County offices.

Clerk to advise those persons proposing use of Mr. McCoon fine monies for repair of roads that per information received from the District Attorney's office that settlement funds will not be received until approximately January, 1980, and disposition of use of funds not known at this time.

County Counsel presented the Agreement re Fiscal Independence of County Board of Education and County Superintendent of Schools; Board to review and discuss at July 24, 1979 meeting.

Supervisors Clark and Owings to meet with MPUD regarding possibility of placing meters on all County buildings, and make a recommendation to the Board.
On motion of Clark, seconded by Erickson, on recommendation of the Chamber of Commerce two County representatives to be paid mileage and expenses to represent County at Calif. State Fair: Vicky Stein and Stacy Hoffdahl. Supervisor Clark to forward "County Day Questionnaire" to Calif. State Fair.

On motion of Clark, seconded by Owings, Chairman authorized to sign Auditor Services Contract with State Board of Equalization. Motion and second withdrawn until County Counsel has reviewed the contract.

On motion of Clark, seconded by Weber, $950 premium for coverage of elected officials' bonds, Bondshu Insurance Agency, approved.

On motion of Erickson, Chairman and Vice-Chairman of the Board to be elected at the first meeting of the calendar year for the new Board or meeting subsequent to swearing in of new Board members. Motion failed for lack of a second. On motion of Clark, seconded by Weber with option of voting no following discussion, on the designated date in January of each year, Board will select a Chairman and Vice-Chairman; chosen Chairman will have served as County Supervisor for one year. Supervisor Weber advised he would vote "no" on the motion due to the fact that the maker of the motion would not include rotation by district; Chairman stated he would vote with the Board. Roll call vote taken: Ayes: Clark, Erickson. Noes: Weber, Owings, Dalton. Motion failed. On motion of Owings, seconded by Weber, on the designated date in January, Board shall elect a Chairman and Vice-Chairman in accordance with the rotation procedures described in Proposed "C" Resolution. Roll call vote taken: Ayes, Weber, Owings. Noes: Clark, Erickson, Dalton. Motion failed.

The Board adjourned for lunch at 11:45 a.m. and reconvened in regular session at 2:05 p.m.

On motion of Weber, seconded by Clark, Auditor directed to draw a warrant to Leonard Wilkerson in the amount of $18.75 for duplication of Board meeting tapes for public purchase.

Acting as the Board of Directors, Mariposa Parking District No. 1, on motion of Clark, seconded by Weber, Auditor directed to draw a warrant in the amount of $1,250 to Olson, Olson, and Bramer for audit services on the parking lot project.

Welfare Director Lois Lewis advised the Board of the mandated State Child Abuse Program requirements. Discussion ensued regarding the County-wide toll free number for the Sheriff's Office. County Counsel to work out necessary arrangements on behalf of the County and Welfare Dept. for insurance coverage for child abuse program employees.

Parks & Rec. Director Richard Begley discussed his letter regarding County policy regarding stand-by compensation. Clerk to forward Parks and Rec. Director's letter referencing live-in Caretaker at Red Cloud Park to citizens committee for information and response. Richard Begley advised the Board that existing Courthouse repairs could be combined with the previous approved State Bond Renovation, and that work could begin when adequate engineering work is completed. Kamal Al-Chalabi volunteered his engineering services; Board authorized Richard Begley to work with Mr. Al-Chalabi in order to complete necessary engineering documents to begin Courthouse renovation; Richard Begley to meet with the Board during an Administrative Practices Session when plans are completed.
Chairman read into record Sheriff's letter confirming the county-wide toll free emergency number of EN 19752 going to the Sheriff's office. Supervisor Clark to insure that this listing is included in all Mariposa County telephone directories.


Upon receipt of letters from citizens requesting Board action, Clerk to advise writer of date Board will review the request. Letter from Mr. & Mrs. Gibson regarding the proposed animal shelter was read into the record. Clerk to respond to letter from Mr. & Mrs. Gibson advising that SPCA lease negotiations is subject to Planning Commission process including public hearings.

On motion of Erickson, seconded by Clark, Res. 79-123 was passed and adopted, stating that upon the applicable date according to statute, at the formation of a new Board, the Board will elect a Chairman and a Vice-Chairman to serve for one year. Roll call vote taken: Ayes: Clark, Erickson, Dalton. Noes: Weber and Owings. Motion passed.

Board's Building Committee to research placement of plaque designating Courthouse as being placed on the National Register of Historic places.

The Board adjourned at 4:25 p.m. to meet in Administrative Practices Session on July 23, 1979, 9:00 a.m.

EUGENE H. DALTON, JR., Chairman
Board of Supervisors

ATTEST:

Joan J. Lynk
Clerk of the Board
The Board of Supervisors met this 24th day of July, 1979, at 9:00 a.m. with all supervisors present.

Following discussion with Special Districts Manager, on motion of Clark, seconded by Owings, $14,000 was approved to be included in the final budget for purchase of equipment, Solid Waste Dept., fixed assets. Request from Roger McElligott regarding transfer in the Yosemite West Maintenance District budget to be included in budget hearing.

The minutes of July 16, and the minutes of July 17, 1979, as corrected, were approved.

On motion of Clark, seconded by Owings, the Consent Agenda was approved: one Welfare employee, Modesto City Hospital, 7/23/79, nunc pro tunc, Child Abuse Workshop. County Counsel, Sacramento, 8/2/79, CSAC Excess Insurance Task Force. Clerk to publish notice for Board's public hearing, 8/21/79, 2:00 p.m. to discuss proposed budget. County Counsel, Sacramento, 7/25/79, RCRC workshop.

County offices' surplus equipment/vehicles list reviewed. Clerk to forward list to all department heads to ascertain if any surplus items could be utilized by other departments, and to ask each Department Head to supply a list of additional items which may be available from their offices following purchase of new items approved from Revenue Sharing monies.

On motion of Clark, seconded by Erickson, resignation of Earlene Lawhon from the Commission on Aging was accepted with regret; Clerk to forward copy of Board action to Mrs. Lawhon; Clerk to advertise for representative from District I to serve on the Commission on Aging.

On motion of Clark, seconded by Owings, August 28, 1979, 2:00 p.m. scheduled to open bids on the Sheriff Dept. exercise yard project.

On motion of Weber, seconded by Erickson, resignation of Marguerite Ferrero was accepted with regret from the Mariposa Community Advisory Council.

Assessor Stephen Dunbar discussed the Contract Audit with the State Board of Equalization Audit Dept. On motion of Erickson, seconded by Clark, Chairman authorized to sign the Contract Audit with S.B.E. in an amount not to exceed $3,000.

On motion of Erickson, seconded by Clark, Lee Swichard appointed to the Building Dept. Advisory Board to replace William VanCleave; Clerk to advise all concerned of appointment.

On motion of Clark, seconded by Weber, Res. 79-124 was passed and adopted, consolidating the special recall elections with the November special statewide election and the County/Clerk will canvass the returns of said election.

Road Commissioner William Lincoln discussed Road Department matters. On motion of Clark, seconded by Owings, request for closure of Broadway Street, Coulterville, on September 29, 1979, between 9:00 a.m. and noon approved for a Cub Scouts soap box derby; Clerk to advise all concerned.

Discussion ensued with Road Commissioner on the Detwiler Road-proposed dam construction.

On motion of Weber, seconded by Owings, travel for County Counsel to attend CSAC meeting on AB-8, July 27, 1979, Sacramento, approved.

On motion of Clark, seconded by Weber, Chairman authorized to sign agreement with Board of Education, declaring the County Board of Education and County Superintendent of Schools and County Committee on School District Organization fiscally independent.
Proposed ordinance regarding licensing of solicitors, peddlers, and itinerant salespersons to be reviewed and discussed during future Administrative Practices Session.

Planner/Grantsman discussed Planning Office Matters. On motion of Weber, seconded by Clark, Board approved the findings of fact on appeal of Land Division No. 811, John Boldroff:

PUBLIC HEARING DE NOVO
JOHN BOLDROFF APPEAL
FINDING OF FACT NO. 5
LAND DIVISION APPLICATION NO. 811

The Planning Commission Subdivision Committee considered the subject land division at their regular meeting of February 26, 1979, and accepted the filing of a Negative Declaration on the subject LDA. At their meeting of March 25, 1979, the Subdivision Committee acted to hold the project in abeyance until such time as proof could be provided that the applicant could not obtain a 60' non-exclusive easement to subject land in accordance with Mariposa County Code. The matter was re-scheduled for a hearing by the Committee on May 7, 1979 at which time LDA 811 was approved with the following findings of fact:

1. The land division is in conformance with the General Plan.
2. The County Sanitarian, on the basis of soils test data, recommends approval.
3. Irrevocable offers of dedication are required on all easements. Such dedication are to specifically state they are for "public road and utility purposes."
4. All easements to be 60 feet wide.
5. For purposes of public health, safety, and welfare, the easement road is to be improved to a Class IV from Ashworth Road to Parcel "C" (the southern most parcel) and a Class III from Grist Road to Parcel "A", prior to the recording of a final map.
6. Covenants are to be filed for the future maintenance of the easement road in accordance with Commission Resolution No. 79-38.

Mr. Jerome Freeman, acting as Agent for LDA 811, appealed the Subdivision Committee Finding of Fact No. 5, requiring construction of a Class IV Road from Ashworth to Parcel "C" of the subject tentative parcel map. At their meeting of May 24, 1979, the full Planning Commission acted to uphold the Subdivision Committee actions and denied the appeal. In a letter to the Board of Supervisors dated June 4, 1979, Mr. Freeman requested an appeal hearing before the Board of Supervisors on the Planning Commissions action of May 24, 1979. The Board of Supervisors set a Hearing De Novo date on the appeal for July 3, 1979.

On July 3, 1979, at 2:00 p.m., the Hearing De Novo was opened before the Mariposa County Board of Supervisors. Larry Enrico spoke on behalf of the Planning Commission and Jerome Freeman spoke on behalf of Mr. Boldroff on the subject appeal. Testimony on evidence was received from both the appellant's agent and the Planning Commission Staff.

The Board of Supervisors considered all evidence and testimony presented on behalf of the Planning Commission and Mr. Boldroff. Appeal of Planning Commission Finding of Fact No. 5 on Land Division Application No. 811 was denied by the Board of Supervisors on the following findings:

1. The requirement to improve Grist Road to a minimum standard, as required for a Class IV Road is necessary for the provision of safe and adequate access to parcels created by LDA 811 and,
2. Such requirement for improvement is not an unreasonable condition of approval of LDA 811 due to public health and safety of future owners of subject parcels, and
3. Finding of Fact No. 5 was consistent with the General Plan policy of fostering orderly development of rural lands within the County, and
4. Premature development of isolated and remote areas of the County without adequate access and improvements would be in conflict with the General Plan, and
5. It is the County's policy to require developers deriving a benefit from development to absorb the costs associated with such development and not place the burden of improvement costs on the County General Taxpayer, and
6. Increased development on, and in the vicinity of, LDA 811 and Grist Road, would require improvement of Grist Road as primary access at some point in the future.

It is further found and declared that Appeal Denial by this Board, of Planning Commission Finding of Fact No. 5 on LDA 811 affirms Planning Commission Findings of Fact and said policies upon which such findings are based.

On motion of Weber, seconded by Owings, Environmental Information Project Professional Services Agreement with Rita Kidd approved and Chairman authorized to sign Agreement. On motion of Weber, seconded by Clark, Chairman to forward transmittal letter accompanied by the Mariposa County General Plan Land Use and Housing Element to the Office of Planning and Research. On motion of Weber, seconded by Erickson, Res. 79-125 was passed and adopted, amending Res. 78-180, allowing for payment of fifty percent of the fees for Lot Line Adjustments jointly submitted with Land Division Applications. On motion of Erickson, seconded by Clark, Auditor directed to draw a warrant for fifty percent refund in the amount of $75 for the lot line adjustment fee submitted by Ken Melton, in accordance with Res. 79-125.

Complaint of Mr. Jones regarding the Pearson Sand and Gravel Pit operation discussed with Planner/Grantsman.

On motion of Erickson, seconded by Clark, application for discharge of accountability for collection of court-ordered attorney fees approved and Chairman authorized to execute that portion of the application related to action by the Board of Supervisors.

On motion of Clark, seconded by Erickson, Board approved elected officials' bonds insurance premium of $1,000; to be included in budget hearing.

On motion of Clark, seconded by Owings, Lease Agreement between American Legion and County Veterans Service/Senior Assistance Office to be forwarded to the American Legion for execution; Clerk to request American Legion submit Exhibit A, plot map, and description of demised premises, and return with Agreement.

On motion of Owings, seconded by Weber, County Counsel to forward Bootjack Moratorium litigation papers to outside counsel, Andy Jones, to handle on behalf of the Board of Supervisors. Supervisors Dalton, Erickson, Weber, Owings, and County Counsel Van Winkle.

Supervisor Weber reported on his meeting in Sacramento regarding Central Sierra's designation as an area agency on aging.

Supervisor Owings reported on the feasibility of water meters being placed on the Courthouse and Hall of Records. On motion of Owings, seconded by Clark, Building and Grounds Supt. to check with MPUD on meter requirements; secure cost of meters and advise Board. County Counsel to negotiate with MPUD for reimbursement to the County on cost of meters, if meters must be purchased from outside source.
July 24, 1979
Board of Supervisors

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

Public meeting held, with Larry Wertha and Azelita Upshaw from the Dept. of Aging present, to discuss the task force duties relative to the development of an area agency on aging. Public input called for and received.

Supervisor Owings reported on his trip to Washington regarding the Federal Government acquisition of public lands.

Public hearing on extending Interim Emergency Zoning Ord. 500 which places a five acre minimum requirement on land divisions in the Midpines study area held. Public input called for and received; public portion closed. On motion of Clark, seconded by Weber, Ord. 520, a 120 day interim emergency ordinance was introduced and passed and adopted; public hearing for an eight-month extension scheduled for November 13, 1979, 2:00 p.m.

 Supervisor Clark excused from the Board meeting.

On motion of Weber, seconded by Erickson, Parks & Rec. Director's request for additional appropriation to budget for lifeguard personnel salaries to be included in budget hearing. Absent: Clark.

On motion of Weber, seconded by Erickson, Tax Collector to prepare and discuss monthly with Board his Summary of County Treasurer's Monthly Report. Absent: Clark and Owings.

On motion of Erickson, seconded by Owings, travel approved for Auditor to attend AB-8 conference; date and location yet to be announced. Absent: Clark and Owings.

Assessor Stephen Dunbar discussed the Lake Don Pedro Subdivision Solid Waste Site. Assessor to prepare an acreage summary relative to Tuolumne County and Mariposa County.

The Board adjourned at 5:05 p.m. to meet in Administrative Practices Session at 9:00 a.m., August 6, 1979.

EUGENE P. DALTON, JR., CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

John J. Lynk
Clerk of the Board
The Board of Supervisors, Mariposa County met this 28th day of August, 1979, at 9:15 a.m. with all Supervisors present.

The minutes of August 20 and 21, 1979, were approved.

On motion of Owings, seconded by Clark, the Consent Agenda was approved: CETA Administrator and one employee, Workshop on Governor's Special Grant for Vocational Education, 9/27/79, Fresno. Assessor and four employees, joint mtg with State Board members and staff/Assessors, Sacramento, 10/7-11/7.

On motion of Owings, seconded by Erickson, Board approved County Trapper's telephone number to be included on Ag Inspector's telephone; Clerk to advise Trapper to include telephone listing in Merced Telephone Book, Pacific Telephone Book serving Sonora, Mariposa, and also contact Sheriff to insure listing is included in all County directories.


On motion of Weber, seconded by Clark, Planning Office representative travel approved to Sacramento to represent County at State Water Resources Control Board grant meeting.

Supervisor Clark's motion to approve Tax Collector to sell tax deeded property failed for lack of a second due to further discussion required.

On motion of Owings, seconded by Clark, Res. 79-145 was passed and adopted, approving and directing the Tax Collector to sell tax deeded property as described in his notice of intention to sell property.

On motion of Clark, seconded by Owings, recommendation from the 125th Anniversary Committee to install plexiglass over Clamper plaque commemorating Old Jail and installation for a total of $43.28 approved.

On motion of Owings, seconded by Clark, Chairman authorized to execute on behalf of the County the Lease Agreement with the American Legion and County Veterans Service/Senior Assistance Office.

On motion of Erickson, seconded by Clark, Roger Grammer appointed to LRWSC representing District 3.

On motion of Clark, seconded by Weber, Reno Ferrero appointed to LRWSC representing District 1.

On motion of Owings, seconded by Weber, Tom Hiatt appointed to LRWSC representing District 5.

Acting as the Board of Directors Mariposa Parking District No. 1, on motion of Erickson, seconded by Clark, loan to Parking Maintenance District from Inspection Fee budget in the amount of $3,000 cancelled.

On motion of Weber, seconded by Owings, Board adjourned to meet in an Executive Session with the CETA Administrator regarding a personnel matter, with no action being taken when Board reconvened in regular session.

Road Commissioner William Lincoln discussed Road Dept. matters. On motion of Clark, seconded by Owings, Public Hearing scheduled for 9/25/79, 10:00 a.m. for proposed abandonment of Jackson Road near Fish Camp.

The Board reviewed Planning Commission's Findings of Fact for Timber Hill Ranch Subdivision, James Bagley, and it was the consensus of the Board that it be approved by the Planning Commission, as amended.

On motion of Clark, seconded by Weber, Chairman authorized to sign agreement, as presented by the CETA Administrator, to provide CETA participants Merced College Guidance Class for FY 79-80. Absent: Owings.

On motion of Clark, seconded by Erickson, Ord. 521 was introduced and first reading waived, deferring solid waste billings pending further study and analysis by Board. Absent: Owings.

On motion of Clark, seconded by Owings, Chairman authorized to sign agreement with Red Cross for County Buildings. Vote to be held in abeyance pending Robert Powers review and comment to the Board.

On motion of Clark, seconded by Owings, Chairman authorized to approve CSAC excess workers comp. program billing in the amount of $350; monies to be paid out of Trust Account.

On motion of Clark, seconded by Owings, claim for refund of Ester Lucy Webb in the amount of $260 approved.

Clerk to forward Gertrude Tabor's letter to Welfare Director and Probation Dept. for review and response with respect to child care rates. Discussion with Mrs. Tabor to take place at Board's meeting of Sept. 4, 1979, 11:30 a.m.

The Board adjourned for lunch at 12:05 p.m. and reconvened in regular session following the Water Agency.

Letter from Uzi Sharon re installation of universal driving signs to be forwarded to Caltrans and the Road Dept. for comments to the Board.

Letter to Commission on Aging re Area Agency designation discussed. Supervisor Weber's motion that Board is not in favor of entering into a joint powers agreement for triple "A" designation failed for lack of a second. No action to be taken at this time by the Board.

Clerk advised the Board that no bids were received on the Sheriff Dept. jail exercise yard. On motion of Clark, seconded by Owings, Sheriff and County Counsel to negotiate on a contract basis for the jail exercise yard.

On motion of Erickson, seconded by Clark, Richard Kirking reappointed to serve on the Assessment Appeals Board, representing District 3.

On motion of Clark, seconded by Erickson, Clerk to forward Memo. of Understanding--Coordination of Activities under Federal Law and the State Surface Mining and Reclamation Act to the Planning Office and the local chapter of the Western Mining Council for review and comment to the Board by October 2, 1979.

On motion of Clark, seconded by Weber, Chairman authorized to execute amendment to Joint Powers Agreement for Selection of Regional Extended Care Facility extending the Agreement to December 31, 1979.

Letter from Mr. Lytton regarding Stanislaus National Forest survey to be forwarded to Assessor for comments and report to the Board.

Planner/Grantsman Robert Borchard continued discussing Planning Office matters. On motion of Clark, seconded by Weber, Res. 79-146 was passed and adopted, adopting Mariposa County "208" Study "Action Plan". Absent: Owings.

On motion of Clark, seconded by Weber, negative declaration accepted for public review on the expanded initial study of the Bootjack-Midpines General Plan Amendments, and approved ER-TAC comments to be incorporated into the Expanded Initial Study of the Bootjack-Midpines General Plan Amendments.
Acting as the Coulterville County Service Area No. 1 Board of Directors, Chairman of the Board and Clerk authorized to execute original sewer revenue bonds. Absent: Owings

On motion of Clark, seconded by Weber, public hearing scheduled for Sept. 18, 1979, 3:00 p.m. on Ord. 497, interim emergency ordinance re permit procedure for community planning areas.

Rita Kidd, Planning Office Consultant, to work with the Personnel Policies and Procedures Committee to develop a more comprehensive employee evaluation form.

Continued public hearing ensued on the proposed budget for FY 79-80. On motion of Clark, seconded by Weber, Planning Office budget to be increased by $9,660; LAFCO budget to be increased by $15,000, per letter presented by Planner/Grantsman. On motion of Clark, seconded by Owings, Assessor's fixed assets for purchase of two vehicles to be increased by $12,000. Supervisor Clark's motion to approve Library budget increase withdrawn. On motion of Weber, seconded by Clark, Library fixed assets increased by $1,000. On motion of Erickson, seconded by Clark, Res. 79-147 was passed and adopted, increasing Parks & Rec. Director's salary in accordance with Personnel Policy and Procedures Committee's recommendation. Ayes: Erickson, Clark, Dalton, Weber. No: Owings. On motion of Erickson, seconded by Clark, additional $5,000 to be added to Cemeteries, Maintenance Structures budget. Discussion on elected officials salaries ensued. District Attorney discussed with the Board his proposed budget. Building Inspector Larry James discussed Building Dept. budget. Supervisor Owings' motion to transfer house numbering to the Planning Commission and charge a fee to the developer of the property requiring a house number died for lack of a second. Supervisor Owings to work with Building Dept. and Planning Office to develop recommendations to the Board on the Building Dept. fee schedule. On motion of Owings, seconded by Weber, $10,000 to be added to Board's Professional Fees Line Item 18. Discussion ensued with Auditor Barbara Saye and Consultant William Basler regarding available revenues. On motion of Owings, seconded by Erickson, Road Dept. General Reserve account established with a balance of $183,000; monies to come from Forest reserves. On motion of Clark, seconded by Erickson, $150,000 from excess revenues to be put into General Reserve Account. On motion of Erickson, seconded by Clark, $40,000 from excess revenues to be put into Contingency Fund. Supervisor Erickson's motion to increase elected official monthly salaries as follows failed for lack of a second: Assessor, $1650; Auditor, $1650; Chairman of Board, $1000; Board of Supervisors, $900; County Clerk, $1650; District Attorney, $2350; Justice Court Judge, $1650; Sheriff, $1900; Treasurer, $1650 effective July 1, 1979. On motion of Owings, seconded by Weber, $74,165.39 to be put in General Contingency Fund and earmarked for elected official increases retroactive to July 1, 1979; withdrawn by maker and second for discussion. On motion of Erickson, seconded by Weber, Supervisor Erickson resubmitted his original motion for elected official monthly salaries; Supervisor Weber withdrew his second following discussion. Supervisor Dalton seconded motion: Ord. 522 was introduced and first reading waived - elected official monthly salaries to be paid retroactive to July 1, 1979, upon budget adoption - Assessor, $1650; Auditor, $1650; Chairman, Board of Supervisors, $1000; Board of Supervisors, $900; County Clerk, $1650; District Attorney, $2350; Justice Court Judge, $1650; Sheriff, $1900; Treasurer, $1650. Vote taken: Ayes: Erickson, Weber, Owings, Dalton. No: Clark

On motion of Erickson, seconded by Clark, balance of excess revenues of approximately $72,000 to be put into Plant Acquisition budget.

On motion of Owings, seconded by Weber, Res. 79-148 was passed and adopted, which incorporates all budget changes as noted in meeting of this date into the proposed FY 79-80 budget.
On motion of Owings, seconded by Weber, Res. 79-149 was passed and adopted, approving the FY 79-80 budget, as amended; budget adopted in accordance with Government Code Section 29080 et. seq.

On motion of Owings, seconded by Weber, Auditor directed to draw a warrant in the amount of $229, for unemployment insurance benefit charges.

The Board adjourned at 7:30 p.m. to meet in regular session on September 4, 1979, 9:00 a.m.

EUGENE F. DALTON, JR., Chairman
Board of Supervisors

ATTEST:

Joan J. Lynk
Clerk of the Board
The Board of Supervisors, Mariposa County, met in regular session this 7th day of August, 1979, at 9:10 a.m. with all members present.

The minutes of July 23 and 24, 1979, were approved.

On motion of Weber, seconded by Clark, the Consent Agenda was approved: CETA Project Director, July 25, 1979, nunc pro tunc, Sacramento, CBOS workshop on FY 79-80 subgrants. D.A. employee Chauncey Haynes, 8/23-25/79, Sacramento, Calif. Welfare Fraud Investigation Assoc. Training Conf. Authorize Auditor to draw a warrant to Bondhu Insurance Co. in the amount of $96,606, plus $1,000 for elected official bonds for FY 79-80 insurance coverage.

Road Commissioner William Lincoln discussed Road Dept. matters. On motion of Erickson, seconded by Clark, Road Commissioner authorized to sign Schedules for road repairs with Sierra National Forest per June, 1978 agreement. Discussion ensued with Road Commissioner and Planner/Grantsman on sub-division roads. On motion of Weber, seconded by Erickson, Res. 79-126 was passed and adopted, establishing conditions for approval of tentative subdivision maps.

On motion of Weber, seconded by Owings, anticipated Forest Reserves to be shown in proposed budget in order to give a more realistic indication of revenues; accounting procedure will not change Road. Dept. operation. Vote to be held in abeyance until anticipated revenue from Forest Reserves is determined.

On motion of Clark, seconded by Erickson, Chairman authorized to approve claims when presented by the Auditor for the month of August.

On motion of Weber, seconded by Owings, Board meeting of August 14, 1979 to convene at 8:00 a.m. and adjourn subject to Court calendar. Ayes: Weber, Owings, Dalton. Noes: Clark, Erickson. Supervisor Clark advised he would arrive at approximately 8:30 a.m. for the August 14th meeting.

Supervisor Weber introduced a motion to abolish the proposed solid waste residential/commercial fee. Second and vote held for further discussion.

Planner/Grantsman Robert Borchard presented Planning Office matters. Discussion ensued regarding the following subdivisions: Buckeye Ranch Estates, Oak Knolls Subdivision, and Bridgeport Oak Subdivision. Review of Planning Commission's Res. 79-16, Bridgeport Oak Subdivision, to continue prior to adoption by the Planning Commission.

Acting as the Coulterville County Service Area No. 1 Board of Directors, on motion of Clark, seconded by Erickson, Auditor directed to draw a warrant dated August 20, 1979, in the amount of $127,783.04, for the 10 percent retention of Schedules A, B, and C to Twain Harte; warrant to be released by the Auditor upon Board approval on August 21, 1979.

On motion of Clark, seconded by Weber, continued public hearing scheduled for September 4, 1979, 2:00 p.m. on General Plan Amendment No. 79-1, Mack and Eva Clark.

On motion of Clark, seconded by Weber, Attorney General's office and Office of Planning and Research to be requested to meet with County to assist and review the adequacy of the Master Plan. Supervisor Erickson abstained from voting due to not being present during 8/6/79 discussion.

On motion of Weber, seconded by Owings, letter to be forwarded to the Attorney General's Office and Office of Planning and Research requesting they assist and intervene with respect to the Bootjack Moratorium lawsuit filed against County officials. Supervisor Erickson abstained from voting due to not being present during the 8/6/79 discussion.

Discussion took place on the Ventura County Horn Decision regarding notifica-
tion of property owners which may be affected by minor subdivisions. Board and Planning Office to review policy for Mariposa County on 8/20/79 with respect to the Horn Decision.

Margaret Smith discussed pedestrian crosswalks. Copy of Mrs. Smith's letter to be sent to the Mariposa Town Planning Council, Chamber of Commerce and Caltrans to determine what action can and will be taken.

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

On motion of Weber, seconded by Owings, mailing of solid waste tax bills to be deferred until time is available to discuss during Administrative Practices Session in order to develop a possible alternative to the solid waste fees.

The Board adjourned to the Superior Courtroom to hold a public hearing on Interim Emergency Ord. 511, zoning ordinance placing a moratorium on all voluntary divisions of land within the area known as Bootjack in the County of Mariposa. Because of the number of people in attendance, it was necessary to reconvene at the Park amphitheater. Public hearing to consider extending Ord. 511 opened at 2:35 p.m. The public notice was read into the record; Clerk advised that no written comments had been received. Planner/Grantsman read into the record the Planning Commission's recommendation on the Bootjack/Triangle Road General Plan Amendment.

On motion of Clark, seconded by Weber, due to the length of Exhibit "A", amendments to land use classification in the General Plan, and Exhibit "B", Existing General Plan Test of Rural Residential and Ag Mountain Home Land Use Classifications, will not be read into the record. Ayes: Clark, Weber, Owings. Noes: Dalton, Erickson. Planner/Grantsman gave a summary of Exhibits A & B. On motion of Owings, seconded by Weber, the following are made a part of the record: Exhibits A & B of Planning Commission's recommendations for Bootjack General Plan Amendment; Chronology of Bootjack-Triangle Road General Plan Amendment Proceedings before the Mariposa County Planning Commission; map as presented by the Planner/Grantsman; Summary of Existing Land Divisions within the Bootjack Moratorium area. Public input called for and received. Additional public input called for; none received; public portion of the hearing closed. On motion of Clark, seconded by Owings, Ord. 511 will not be extended; public hearing scheduled for September 11, 1979, 2:00 p.m. to review the General Plan Amendment as presented by the Planning Commission; mailing of notifications of General Plan Amendment public hearing waived and Planning Office permitted to notify public by newspaper advertising. A roll-call vote was taken and motion passed unanimously. Public hearing closed.

Board adjourned to meet in regular session in Board Chambers, Courthouse.

Welfare Director Lois Lewis discussed Welfare Department matters with the Board. On motion of Owings, seconded by Clark, burning rather than shredding of large quantities of obsolete files is permissible. On motion of Owings, seconded by Weber, Res. 79-127 was passed and adopted, increasing boarding home rates for foster children, as presented by the Welfare Director.

Glenn Cordo discussed BLM and NPS lands. On motion of Erickson, seconded by Owings, Res. 79-128 was passed and adopted, strongly opposing any land in Mariposa County being included into BLM land without a public hearing being held in Mariposa County. Supervisor Erickson to write BLM, NPS, and congressmen regarding incorrect boundaries being shown on maps and other concerns.
On motion of Erickson, seconded by Clark, Res. 79-129 was passed and adopted, approving Bridgeport Oaks subdivision concurrent with Planning Commission's proposed Res. 79-16; proposal to amend Section 6.a), and deletion of 6.c) in Res. 79-129 was agreeable to the maker and second of the motion. Motion passed unanimously.

Discussion ensued regarding the Task Force's recommendation on a Triple A designation for Mariposa County Senior Citizens program. Chairman polled Board regarding the nomination of a Triple A designee for Mariposa County. On motion of Clark, seconded by Erickson, Res. 79-36 designating Central Sierra Elderly Assistance as the single agency for providing and coordinating services in Mariposa County to be repealed; motion out of order due to Chairman polling Board. Polling for nomination of Triple A designee continued: Clark - no nomination be submitted at this time; Owings - Central Sierra; Erickson - no nomination at this time, but to introduce Central Sierra's name at Task Force meeting; Weber - Central Sierra; Dalton - Central Sierra. On motion of Clark, seconded by Weber, Res. 79-36 to be repealed. Ayes: Erickson, Clark. Noes: Weber, Owings, Dalton. Motion failed.

On motion of Clark, seconded by Weber, Hattie Wiswall appointed to represent District I on the Commission on Aging.

The Board adjourned for dinner at 7:30 p.m. and reconvened in regular session at 8:45 p.m.

On motion of Clark, seconded by Weber, Res. 79-130 was passed and adopted, authorizing Chairman to sign the joint powers Agreement creating CSAC excess insurance authority.

On motion of Weber, seconded by Erickson, claim for refund of Gladysce Starritt in the amount of $10.78 approved; monies to come out of Clerk's escrow.

On motion of Weber, seconded by Owings, Mr. Basler to be hired to review AB6 with respect to its impact on Mariposa County and make recommendation to the Board within two weeks.

On motion of Clark, seconded by Weber, Auditor authorized to draw a warrant in the amount of $1,000 to U.S. Postmaster for postage machine used jointly by Board and County Counsel.

Acting as the Mariposa County Parking District No. 1 Board of Directors, on motion of Clark, seconded by Erickson, Auditor directed to repay construction loan of $50,000 to the County General Fund.

On motion of Clark, seconded by Weber, plaque to be presented by Supervisor Erickson at the Crescent Arabian Horse Show, September 8-9, 1979.

On motion of Clark, seconded by Weber, John Thomson to present for Board review amendments to the Rules and Regulations pursuant to his letter on Domestic Well and Septic Permit Applications, taking into consideration the usage of water witching. No: Weber.

On motion of Owings, seconded by Weber, Clerk of the Board salary range to be changed to 124-140 due to increase of job responsibilities. Motion and second withdrawn under discussion. On motion of Erickson, seconded by Weber, Res. 79-131 was passed and adopted: effective August 1, 1979, Clerk of the Board rate range to be changed to 127-143; subject to approval of the final budget, rate range to be increased to 132-148 effective September 1, 1979.

Discussion took place on Parks & Rec. employee salaries. Supervisor Owings to write Parks & Rec. Director regarding rate ranges as approved by Board for Parks & Rec. employees.

On motion of Erickson, seconded by Clark, pursuant to Res. 79-121, $300 to be included in Treasurer-Tax Collector's proposed budget.
Board of Supervisors
August 7, 1979

On motion of Clark, seconded by Erickson, refund of tax penalty of $37.03 to Mark S. Adams approved due to error in notification.

On motion of Erickson, seconded by Clark, part-time hourly rate of $6.50 for Building Dept. employee approved; to be added to salary Res. 79-131.

Motion of Weber, seconded by Owings, regarding Forest Reserves discussed. $300,000 to be included in the proposed budget for Forest Reserves; vote was taken and motion passed unanimously.

On motion of Owings, seconded by Erickson, utility easement for Woodland Park property submitted by Mariposa County Telephone Co. approved.

On motion of Clark, seconded by Weber, petition received requesting no allowance of special land divisions in the vicinity north of Whitlock Road which would be served by Crystal Aire Drive to be sent to the Planning Commission for review and comment; General Plan to be taken into account when petition reviewed by the Planning Commission.

On motion of Erickson, seconded by Clark, Ag Inspector to be moved from present office at County Park to the office being vacated by the Appraisers in the Hall of Records; pending further clarifications, poisons to be stored in basement of Planning Office/Building Dept. building.

On motion of Owings, seconded by Weber, Personnel Policies & Procedures Committee to contact Department Heads to receive input on the adequacy of the present employee evaluation form, review evaluation forms from other entities, and develop a more comprehensive employee evaluation form for Board review; evaluation form to include an area for employee comments during a counseling session with the supervisor; employee comments will not have to be limited to supervisor's evaluation of their performance as stated on the employee evaluation form. Also, P&P Committee to make recommendation to the Board with respect to yearly or six-month completion of employee evaluation forms by Department Heads.

On motion of Clark, seconded by Erickson, Larry Harris reappointed to serve on the Parks & Rec. Commission representing District I.

On motion of Owings, seconded by Erickson, section of proposed building code dealing with historic areas to be sent to the Historical Sites Committee for review and comment.

On motion of Owings, seconded by Weber, Chamber of Commerce to be requested to review the present closure policies of the various gas stations in the County.

Discussion took place on consolidation of Parks & Rec. and Building & Grounds Departments. Additional discussion to take place at Board's 8/20/79 meeting.

On motion of Owings, seconded by Clark, Board adjourned to meet in an Executive Session for the purpose of screening applications for the Deputy Clerk of the Board position.

The Board adjourned at 12:35 a.m. to meet in regular session at 8:00 a.m., August 14, 1979.

EUGENE P. DALTON, JR., Chairman
Board of Supervisors

ATTEST:

Joan J. Lynk
Clerk of the Board
Honorable Board of Supervisors
COUNTY OF MARIPOSA
P. O. Box 784 - Courthouse
Mariposa, California 95338

Gentlemen:

SUBJECT: Joint Powers Agreement Creating
CSAC Excess Insurance Authority

Enclosed please find the subject Agreement for your consideration
and action at today’s Board meeting. The Agreement has been reviewed
by this office, and execution of same is recommended. County Counsel
will review this Agreement with you at today’s meeting.

If you have any questions in regard to the Agreement, please
direct same to County Counsel.

Very truly yours,

NEIL B. VAN WINKLE
County Counsel/Administrative
Assistant to the Board

Ruby L. Benedict

Enclosure

cc: Clerk of the Board/PIO
JOINT POWERS AGREEMENT
CREATING THE CSAC EXCESS INSURANCE AUTHORITY

This Agreement is executed in the State of California by and among those counties organized and existing under the Constitution of the State of California which, under the sponsorship of the County Supervisors Association of California, hereinafter called CSAC, are parties signatory to this Agreement. All such counties, hereinafter called member counties, shall be listed in Appendix A, which shall be attached hereto and made a part hereof.

RECITALS

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, Article 16, Section 6 of the California Constitution provides that insurance pooling arrangements under joint exercise of power agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4; and

WHEREAS, the counties executing this Agreement desire to join together for the purpose of jointly funding programs of excess insurance for workers' compensation, comprehensive liability, and other coverages to be determined;

NOW THEREFORE, the parties agree as follows:
ARTICLE 1
DEFINITIONS

"Authority" shall mean the CSAC Excess Insurance Authority created by this Agreement.

"Board of Directors" or "Board" shall mean the governing body of the Authority.

"Claim" shall mean a claim made against a member county arising out of a loss which is covered by an excess insurance program of the Authority in which the member county is a participant.

"Dependent district" shall mean a special district or county service area within a member county which is governed by the county's board of supervisors.

"Executive Committee" shall mean the Executive Committee of the Board of Directors of the Authority.

"Excess insurance program" shall mean a program of the Authority under which participating counties are protected against designated losses in excess of their self-insured retention levels.

"Fiscal year" shall mean that period of twelve months which is established by the Board of Directors as the fiscal year of the Authority.


"Joint powers law" shall mean Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

"Loss" shall mean a liability or potential liability of a member county, including litigation expenses, attorneys' fees and other defense costs, which is covered by an excess insurance program of the Authority in which the member county is a participant.

"Member county" shall mean any county which, through the membership of its supervisors in CSAC, has executed this Agreement and become a member of the Authority. "Member county" shall include any dependent district within such county which is included under this Agreement pursuant to Article 4.
"Participating county", as used in reference to an excess insurance program of the Authority, shall mean any member county which has entered that program pursuant to Article 14 of this Agreement and has not withdrawn or been cancelled therefrom pursuant to Articles 21 or 22.

"Policy year" shall mean, for each excess insurance program of the Authority, that period of twelve months commencing upon the effective date of the program, and each twelve-month period thereafter.

"Self-insured retention" shall mean that portion of a loss experienced by a member county which is retained as a liability or potential liability of the county and is not subject to payment by the Authority.

"Reinsurance" shall mean insurance purchased by the Authority as part of an excess insurance program to cover that portion of any loss which exceeds the joint funding capacity of that program.

ARTICLE 2
PURPOSES

This Agreement is entered into by the member counties in order that they may jointly develop and fund programs of excess insurance for workers' compensation, comprehensive liability, and other coverages to be determined, such programs to encompass the creation of joint insurance funds, the purchase of reinsurance, and the provision of necessary administrative services. Such administrative services may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal defense services.

All such purposes shall be accomplished through a joint exercise of powers by such counties, pursuant to this Agreement, to be administered by a separate legal entity, the CSAC Excess Insurance Authority, as created herein.
ARTICLE 3
PARTIES TO AGREEMENT

(a) Each member county, as a party to this Agreement, certifies that it intends to and does contract with all other member counties as parties to this Agreement and, in addition, with such other counties as may later be added as parties to this Agreement pursuant to Article 19. Each member county also certifies that the removal of any party from this Agreement, pursuant to Articles 20 or 21, shall not affect this Agreement nor such county’s intent to contract as described above with the other parties to the Agreement then remaining.

(b) A member county may contract on behalf of, and shall be deemed to include, any dependent district, provided that at the time of execution of this Agreement it attaches, as an exhibit hereto, written notice of such action, including the name(s) of the district(s) to be included. Such district shall not be considered a separate party to this Agreement, shall not affect the member county’s representation on the Board of Directors, and shall be part of and represented by the member county for all purposes under this Agreement.

ARTICLE 4
TERM

This Agreement shall become effective when executed and returned to CSAC by at least twenty (20) counties. CSAC shall promptly notify all California counties in writing of such effective date. This Agreement shall continue in effect until terminated as provided herein.

ARTICLE 5
CREATION OF THE AUTHORITY

Pursuant to the joint powers law, there is hereby created a public entity separate and apart from the parties hereto, to be known as the CSAC Excess Insurance Authority.
It is recognized that during the months preceding the effective date of this Agreement, CSAC has performed various functions to assist the creation of the Authority and to develop an initial program of excess insurance for consideration and action by the Authority. Interested counties have contributed funds to finance these efforts, in the amounts of the development charges specified in Article 14(e).

It is recognized further that following the effective date of this Agreement and until such time as the Authority is organized and staffed, CSAC will provide the Authority temporary staff assistance, and will receive and disburse funds and perform other necessary ministerial functions for the Authority. Such temporary services will be at the request and direction of the Board of Directors, as soon as that body is organized.

As such time as the Treasurer is appointed pursuant to Article 13, CSAC shall deliver to the Treasurer all unexpended funds so contributed prior to the effective date of this Agreement, and received on behalf of the Authority thereafter, together with an independent accounting of all funds so contributed and received, and disbursements therefrom. The cost of such accounting shall be charged to the Authority.

Such accounting shall include a statement of the costs of CSAC's temporary services to the Authority to the date of accounting. Any amount of such costs not deducted from funds delivered to the Treasurer shall be promptly reimbursed to CSAC by the Authority. The costs of temporary services provided by CSAC after that date shall be reimbursed by the Authority on a monthly basis, upon submission of a statement by CSAC satisfactory to the Treasurer.

ARTICLE 6
POWERS OF THE AUTHORITY

The Authority shall have all of the powers common to counties in California and all additional powers set forth in the joint powers law, and is hereby authorized to do all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:
(a) To make and enter into contracts.
(b) To incur debts, liabilities, and obligations.
(c) To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.
(d) To sue and be sued in its own name, and to settle any claim against it.
(e) To receive and use contributions and advances from member counties as provided in Government Code Section 6504, including contributions or advances of personnel, equipment, or property.
(f) To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5.
(g) To carry out all provisions of this Agreement.
Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

ARTICLE 7
BOARD OF DIRECTORS

The Authority shall be governed by the Board of Directors, which shall be composed of one director from each member county, appointed by the member county board of supervisors and serving at the pleasure of that body. Each member county board of supervisors shall also appoint an alternate director who shall have the authority to attend, participate in and vote at any meeting of the Board when the director is absent. A director or alternate director shall be a county supervisor, other county official, or staff person of the member county, and upon termination of office or employment with the county, shall automatically terminate membership or alternate membership on the Board.

Any vacancy in a director or alternate director position shall be filled by the appointing county's board of supervisors, subject to the provisions of this article.
A majority of the membership of the Board shall constitute a quorum for the transaction of business. Each member of the Board shall have one vote. Except as otherwise provided in this Agreement, action of the Board shall require the affirmative vote of a majority of the members present and voting; provided, that any action which is restricted in effect to one of the Authority's excess insurance programs, as determined by the President of the Board, shall also require the affirmative vote of a majority of those members present and voting who represent counties participating in that program.

At any meeting at which a quorum is initially present the Board may continue to transact business notwithstanding the withdrawal of enough members to leave less than a quorum, provided that each action is approved by at least a majority of the number required to constitute a quorum, and is taken subject to the above stated proviso concerning actions restricted to one program and to special voting requirements stated elsewhere in this Agreement.

ARTICLE 8
POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the following powers and functions:

(a) The Board shall exercise all powers and conduct all business of the Authority, either directly or by delegation of authority to other bodies or persons pursuant to this Agreement and applicable law.

(b) The Board shall form an Executive Committee from its membership, as provided in Article 11, and shall delegate to that Committee such powers and duties as it sees fit, provided that all actions of the Executive Committee shall remain subject to the review and direction of the Board.

(c) The Board shall also form a Claims Review Committee as provided in Article 12, and such other committees as it deems appropriate in conducting the business of the Authority. The membership of any such other committee may consist in whole or
in part of non-Board members; provided, that the Board may delegate its powers and duties only to a committee of the Board composed of Board members, and any other committee may function only in an advisory capacity.

(d) The Board shall elect the officers of the Authority, shall appoint the staff members designated in Article 13, and shall provide for the appointment of such other staff as may be necessary for the administration of the Authority, pursuant to that article.

(e) The Board shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of the Authority.

(f) The Board shall develop, or cause to be developed, and shall review, modify as necessary, and adopt each excess insurance program of the Authority, including all provisions for reinsurance and administrative services necessary to carry out such program.

(g) The Board shall provide for necessary services to the Authority and to member counties, by contract or otherwise, which may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal defense services.

(h) The Board shall provide general supervision and policy direction to the General Manager/Secretary, either directly or through the Executive Committee.

(i) The Board shall receive and act upon reports of the Claims Review Committee and General Manager/Secretary, either directly or through the Executive Committee.

(j) The Board shall act upon each claim involving liability of the Authority, either directly or by delegation of authority to the Executive Committee or other body, provided, that the Board shall establish monetary limits upon any delegation of claims settlement authority, beyond which a proposed settlement must be referred to the Board for approval.

(k) The Board may require that the Authority review, audit, report upon, and make recommendations with regard to the safety or claims administration functions of any member county, insofar as those functions are affecting the liability or potential liability
of the Authority. The Board may forward any or all of such recommendations to the county with a request for compliance and a statement of potential consequences for noncompliance.

(1) The Board shall receive, review and act upon periodic reports and audits of the funds of the Authority, as required under Articles 15 and 16 of this Agreement.

(m) The Board shall have such other powers and functions as are provided for in this Agreement, in the Bylaws of the Authority, and in applicable law.

ARTICLE 9
MEETINGS OF THE BOARD OF DIRECTORS

(a) The Board shall hold at least one regular meeting each year. It shall provide for such other regular meetings and for such special meetings as it deems necessary.

(b) The General Manager/Secretary of the Authority shall provide for the keeping of minutes of regular and special meetings of the Board, and shall, as soon as possible after each meeting, forward a copy of the minutes to each member of the Board.

(c) All meetings of the Board shall be called, noticed held and conducted in accordance with the provisions of Government Code Section 54950 et seq.

ARTICLE 10
OFFICERS

The Board of Directors shall elect from its membership a President and Vice President of the Board, each to hold office until the end of calendar year 1980. At the end of such calendar year and at the end of each calendar year thereafter, the Board shall elect a President and Vice President to take office at the beginning of the succeeding calendar year, to serve for one-year terms.

The President, or in his or her absence, the Vice President, shall preside at and conduct all meetings of the Board and shall chair the Executive Committee.
ARTICLE 11
EXECUTIVE COMMITTEE

The Board of Directors shall establish an Executive Committee of the Board which shall consist of seven members: the President and Vice President of the Board, and five members elected by the Board from its membership.

The terms of office of the five non-officer members shall be as provided for in the Bylaws of the Authority.

The Executive Committee shall conduct the business of the Authority between meetings of the Board, exercising such powers as are delegated to it by the Board. All actions of the Executive Committee shall be subject to review and approval of the Board.

ARTICLE 12
CLAIMS REVIEW COMMITTEE

The Board of Directors shall establish a Claims Review Committee consisting of five members, each of whom shall be a staff person from a member county experienced in claims and insurance matters, such as a county counsel, risk manager, or claims administrator. Members of the Committee shall be appointed by the Board or by the Executive Committee, if so directed by the Board, and shall serve at the pleasure of the appointing body. The appointing body shall select one member to chair the Committee.

The Claims Review Committee shall review all claims against member counties which involve or may involve liability of the Authority. The Committee shall advise the Executive Committee and the Board as to the nature and extent of claims adjusting and legal defense services necessary to protect the funds of the Authority, and as to the settlement of those claims which involve liability of the Authority.

The Claims Review Committee shall meet on the call of its chairman, and shall report to the Executive Committee and the Board as directed by the Board.
ARTICLE 13
STAFF

(a) Principal Staff. The following staff members shall be appointed by and serve at the pleasure of the Board of Directors:

(1) General Manager/Secretary. The General Manager/Secretary shall administer the business and activities of the Authority, subject to the general supervision and policy direction of the Board of Directors and Executive Committee; shall be responsible for all minutes, notices and records of the Authority; and shall perform such other duties as are assigned by the Board and Executive Committee.

(2) Treasurer. The duties of the Treasurer are set forth in Articles 15 and 16 of this Agreement. Pursuant to Government Code Section 6505.5, the Treasurer shall be the county treasurer of a member county or a certified public accountant.

(3) Auditor. The Auditor shall draw warrants to pay demands against the Authority when approved by the Treasurer, and shall perform the annual audit functions required under Article 15(d). If the Treasurer appointed by the Board is the county treasurer of a member county, the Auditor shall be the auditor of that county, as required by Government Code Section 6505.5. If the Treasurer is a certified public accountant, then, pursuant to the same code section, the Auditor shall be the auditor of any of the member counties.

(b) Charges for Treasurer and Auditor Services. Pursuant to Government Code Section 6505.5, the charges to the Authority for the Treasurer’s services, if a county treasurer, and for the Auditor’s services shall be determined by the Board of Supervisors of the member county from which such staff members are appointed.

(c) Other Staff. The Board shall provide for the appointment, by the Executive Committee or by the General Manager/Secretary, of such other staff as may be necessary for the administration of the Authority.
ARTICLE 14
DEVELOPMENT, FUNDING AND IMPLEMENTATION OF EXCESS INSURANCE PROGRAMS

(a) Program Coverage. Excess insurance programs of the Authority may provide coverages for:
   (1) Workers' compensation;
   (2) Comprehensive liability, including but not limited to general, personal injury, contractual, public official errors and omissions, and incidental malpractice liabilities:
   (3) Comprehensive automobile liability;
   (4) Hospital malpractice liability:

   and may provide any other coverages authorized by the Board of Directors. The Board shall determine, for each such program, a minimum number of county participants required for program implementation.

(b) Program and Authority Funding. The member counties developing or participating in an excess insurance program shall fund all costs of that program, including administrative costs, as hereinafter provided. Costs of staffing and supporting the Authority, hereinafter called Authority general expense, shall be equitably allocated among the various programs by the Board, and shall be funded by the member counties developing or participating in such programs in accordance with such allocations, as hereinafter provided. In addition, the Board may, in its discretion, allocate a share of such Authority general expense to those member counties which are not developing or participating in any program, and require those counties to fund such share through a prescribed charge.

(1) Development Charge. Development costs of an excess insurance program shall be funded by a development charge, as fixed by this Agreement or determined by the Board of Directors. The development charge shall be paid by each member county which wishes to join in development of the program and thereby reserve the option to participate in the program following its adoption by the Board. Development costs are those costs incurred by the Authority, or by CSAC as sponsor of this Agreement prior to creation and organization of the Authority, in developing a program for review and adoption by the Board of Directors, including but
not limited to: research, feasibility studies, information and liaison work among counties, preparation and review of documents, and actuarial and risk management consulting services. The development charge may also include a share of Authority general expense, as allocated to the program development function by the Board.

The development charge shall be billed by the Authority to all member counties upon authorization of program development by the Board and shall be payable within thirty (30) days of the billing date. Contributions to CSAC by interested counties for development of programs prior to the creation and organization of the Authority shall be credited against the development charges for those programs assessed by the Authority.

Upon the conclusion of program development, any deficiency or surplus in development funds shall be billed or returned to all counties which have paid the charge, on a pro rata basis or other equitable basis, as determined by the Board.

(2) Annual Premium. Except as provided in (3) below, all post-development costs of an excess insurance program shall be funded by annual premiums charged to the member counties participating in the program each policy year, and by interest earnings on the funds so accumulated. Such premiums shall be determined by the Board of Directors upon the basis of a cost allocation plan and rating formula developed by the Authority with the assistance of a casualty actuary, risk management consultant, or other qualified person. The premium for each participating county shall include that county's share of expected program losses, program reinsurance costs, and program administrative costs for the year, plus that county's share of Authority general expense allocated to the program by the Board.

Annual premiums shall be billed by the Authority at the beginning of each policy year and shall be payable within thirty (30) days of the billing date. At the end of each policy year, program costs shall be audited by the Authority, and any deficiency or surplus in the premium paid by a participating county, as shown by such audit, shall be adjusted in the premium charge to that county for the next succeeding year.
(3) **Premium Surcharge.** If the Authority experiences an unusually large number of losses under a program during a policy year, such that notwithstanding reinsurance coverage for large individual losses, the joint insurance funds for the program may be exhausted before the next annual premiums are due, the Board of Directors may, upon consultation with a casualty actuary, impose premium surcharges on all participating counties, which, in total amount, will assure adequate funds to the Authority for the payment of all such losses; provided, that the surcharge to any participating county shall not exceed an amount equal to three times the county's annual premium for that year.

(c) **Program Implementation and Effective Date.** Following development of an excess insurance program and upon its adoption by the Board of Directors, the Authority shall give each member county which has paid the development charge for the program a written notice of the program, which shall include: the coverage and terms of coverage of the program, the minimum number of counties required for program implementation, and the estimated first-year premium to the county for program participation. Each such county may elect to enter the program by giving written notice of such election, in a form prescribed by the Authority, to the General Manager/Secretary within thirty (30) days of the date of the Authority's notice of the program. Any member county which has not paid the development charge as of the date of the program notice may enter the program only if it pays such charge and gives notice of such election within the above 30-day period.

When at least the minimum number of member counties required for program implementation have elected to enter the program, the Authority shall determine the actual first-year premium to each county so electing and shall give each such county written notice thereof. If a county's actual first-year premium is the same as or less than that estimated by the Authority, the county shall remain bound by its election to enter. If the actual first-year premium is more than that estimated by the Authority, the county may revoke its election to enter the program by giving the General Manager/Secretary written notice of such decision within thirty (30) days of the date of the actual premium notice.
When the Authority determines that at least the minimum number of counties required for program implementation remain entered in the program, it shall give written notice to that effect to all counties which have elected to enter, and the program shall become effective on the date of such notice. All such counties shall thereafter be considered participants in the program, except for any county which revokes its entry into the program under the terms and within the time period above provided.

(d) Late Entry Into Program. A member county which does not elect to enter an excess insurance program upon its implementation, pursuant to (c) above, or a county which becomes a party to this Agreement following implementation of the program, may petition the Board of Directors for late entry into the program. Such request may be granted upon a vote of two-thirds of all members present and voting, plus a vote of two-thirds of those members present and voting who represent counties participating in the program, subject to the following conditions:

1. The county may enter the program only at the beginning of a policy year.

2. As a condition of entry, the county shall pay the development charge for the program, as adjusted at the conclusion of the development period, but not subject to further adjustment, and also any costs incurred by the Authority in analyzing the county’s loss data and determining its annual premium as of the time of entry.

(e) Order of Priority and Special Conditions for Program Development and Implementation.

(1) Workers’ Compensation Program. As soon as practical after the effective date of this Agreement, the Board of Directors shall review and consider implementation of the program of excess workers’ compensation insurance which has been developed by CSAC under the guidance of its Excess Insurance Task Force, formed by the CSAC Executive Committee on October 5, 1978. It is recognized that in order to permit timely implementation of this program in 1979, a number of implementation steps, such as first-year premium estimates, will have been accomplished by CSAC prior to the time that the Board is organized and considers the program,
even though such steps would ordinarily not be taken, under the terms of this article, until adoption of the program by the Board. Accordingly, if the Board adopts such program, it may, at the same time, ratify and adopt any or all implementation steps taken to that date.

The development charge for the workers' compensation program is fixed at $350 for each interested county.

(2) Excess Liability Program. As its next priority after reviewing and acting upon the workers' compensation program as above described, the Board shall consider authorization of the development of a program of excess liability insurance for member counties. The development charge for that program is fixed at $750 for each interested county.

ARTICLE 15
ACCOUNTS AND RECORDS

(a) Annual Budget. The Authority shall annually adopt an operating budget pursuant to Article 8 of this Agreement, which shall include a separate budget for each excess insurance program under development or adopted and implemented by the Authority.

(b) Funds and Accounts. The Treasurer of the Authority shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board of Directors. Separate accounts shall be established and maintained for each excess insurance program under development or adopted and implemented by the Authority. Books and records of the Authority in the hands of the Treasurer shall be open to inspection at all reasonable times by authorized representatives of member counties.

The Authority shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.

(c) Treasurer's Report. The Treasurer, within one hundred and twenty (120) days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and to each member county.
(d) Annual Audit. Pursuant to Government Code Section 6505, the Auditor shall either make or contract with a certified public accountant to make an annual fiscal year audit of all accounts and records of the Authority, conforming in all respects with the requirements of that section. A report of the audit shall be filed as a public record with the county auditor of each member county within six months of the end of the fiscal year under examination. Costs of the audit shall be considered a general expense of the Authority.

ARTICLE 16
RESPONSIBILITIES FOR FUNDS AND PROPERTY

(a) The Treasurer shall have the custody of and disburse the Authority's funds. He or she may delegate disbursing authority to such persons as may be authorized by the Board of Directors to perform that function, subject to the requirements of (b) below.

(b) Pursuant to Government Code Section 6505.5, the Treasurer shall:

1. Receive and acknowledge receipt for all funds of the Authority and place them in the treasury of the Authority.
2. Be responsible upon his or her official bond for the safekeeping and disbursement of all Authority funds so held by him or her.
3. Pay any sums due from the Authority, as approved for payment by the Board of Directors or by any body or person to whom the Board has delegated approval authority, making such payments from Authority funds upon warrants drawn by the Auditor.
4. Verify and report in writing to the Authority and to member counties, as of the first day of each quarter of the fiscal year, the amount of money then held for the Authority, the amount of receipts since the last report, and the amount paid out since the last report.

(c) Pursuant to Government Code Section 6505.1, the General Manager/Secretary, the Treasurer, and such other persons as the Board of Directors may designate shall have charge of, handle, and have access to the property of the Authority.
(d) The Authority shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in form specified by the Board of Directors, covering all officers and staff of the Authority who are authorized to hold or disburse funds of the Authority, and all officers and staff who are authorized to have charge of, handle, and have access to property of the Authority.

ARTICLE 17
RESPONSIBILITIES OF MEMBER COUNTIES

Member counties shall have the following responsibilities under this Agreement.

(a) The board of supervisors of each county shall appoint a representative and one alternate representative to the Board of Directors, pursuant to Article 7.

(b) Each county shall appoint an officer or employee of the county to be responsible for the risk management function within that county and to serve as a liaison between the county and the Authority for all matters relating to risk management.

(c) Each county shall maintain an active safety program, and shall consider and act upon all recommendations of the Authority concerning the reduction of unsafe practices.

(d) Each county shall maintain its own claims and loss records in each category of liability covered by an excess insurance program of the Authority in which the county is a participant, and shall provide copies of such records to the Authority as directed by the Board of Directors or Executive Committee.

(e) Each county shall pay development charges, premiums, and premium surcharges due to the Authority within thirty (30) days of the billing date, as required under Article 14. After withdrawal, cancellation, or termination action under Articles 20, 21, or 23, each county shall pay promptly to the Authority any additional premiums due, as determined and assessed by the Board of Directors under Articles 22 or 23.

(f) Each county shall provide the Authority such other information or assistance as may be necessary for the Authority to develop and implement excess insurance programs under this Agreement.
(g) Each county shall cooperate with and assist the Authority, and any insurer of the Authority, in all matters relating to this Agreement, and shall comply with all bylaws, and other rules adopted by the Board of Directors.

(h) Each county shall maintain the membership of its supervisors in CSAC.

(i) Each county shall have such other responsibilities as are provided elsewhere in this Agreement, and as are established by the Board of Directors in order to carry out the purposes of this Agreement.

ARTICLE 18
ADMINISTRATION OF CLAIMS

(a) Each member county shall be responsible for the investigation, settlement or defense, and appeal of any claim made, suit brought, or proceeding instituted against the county arising out of a loss covered by an excess insurance program of the Authority in which the county is a participant.

(b) If a participant in an excess workers' compensation program of the Authority, a county shall give the Authority timely written notice of the following:

(1) Any workers' compensation award or judgment which exceeds $50,000, and any workers' compensation claim, suit or proceeding which is likely to result in such an award or judgment.

(2) The reopening of any workers' compensation case in which a further award is likely to raise the total award to an amount in excess of $50,000.

(3) Any workers' compensation case involving:
   - death
   - disability for a period of nine months or more
   - spinal cord injury
   - amputation of a major extremity
   - a permanent total disability as defined in the workers' compensation law of California

(4) Any occurrence which causes serious injury to two or more employees.
(5) Any other information specified in the Bylaws of the Authority.

(c) If a participant in an excess liability program of the Authority, a county shall give the Authority timely written notice of:

(1) Any liability award or judgment which exceeds $50,000, and any liability claim, suit or proceeding which is likely to result in such an award or judgment.

(2) The reopening of any liability case in which a further award is likely to raise the total award to an amount in excess of $50,000.

(3) Any other information specified in the Bylaws of the Authority.

(d) A member county shall not enter into any settlement involving liability of the Authority without the advance written consent of the Authority.

(e) The Authority, at its own election and expense, shall have the right to participate with a member county in the settlement, defense, or appeal of any claim, suit or proceeding which, in the judgment of the Authority, may involve liability of the Authority.

ARTICLE 19
NEW MEMBERS

Within a period of thirty (30) days after the effective date of this Agreement as provided in Article 5, any non-member county maintaining the membership of its supervisors in CSAC may become a party to this Agreement by signing and returning it to CSAC.

Thereafter, a non-member county may become a party to this Agreement only upon approval of the Board of Directors, by a vote of two-thirds of the members present and voting.
ARTICLE 20
WITHDRAWAL

(a) A member county may withdraw as a party to this Agreement upon thirty (30) days' advance written notice to the Authority if it has never become a participant in any excess insurance program pursuant to Article 14, or if it has withdrawn from all excess insurance programs in which it was a participant, pursuant to (b) below.

(b) After becoming a participant in an excess insurance program pursuant to Article 14, a member county may withdraw from that program only at the end of a policy year for the program, and only if it gives the Authority at least sixty (60) days' advance written notice of such action.

ARTICLE 21
CANCELLATION

(a) Notwithstanding the provisions of Article 20, the Board of Directors may:

(1) Cancel any county from this Agreement and membership in the Authority, on a vote of two-thirds of the Board members present and voting. Such action shall have the effect of cancelling the county's participation in all excess insurance programs of the Authority as of the date that membership is cancelled.

(2) Cancel any county's participation in an excess insurance program of the Authority, without cancelling the county's membership in the Authority or participation in other programs, on a vote of two-thirds of the Board members present and voting, plus a vote of two-thirds of the members present and voting who represent counties participating in the program.

The Board shall give sixty (60) days' advance written notice of the effective date of any cancellation under the foregoing provisions. Upon such effective date, the county shall be treated the same as if it had voluntarily withdrawn from this Agreement, or from the program, as the case may be.
(b) A member county that does not enter one or more of the excess insurance programs developed and implemented by the Authority during the first year of the Authority's existence shall be considered to have withdrawn as a party to this Agreement at the end of such period, and its membership in the Authority shall be automatically cancelled as of that time, without action of the Board of Directors.

(c) A member county which withdraws from all excess insurance programs of the Authority in which it was a participant and does not enter any program for a period of six (6) months thereafter shall be considered to have withdrawn as a party to this Agreement at the end of such period, and its membership in the Authority shall be automatically cancelled as of that time, without action of the Board of Directors.

(d) A member county that terminates the membership of its supervisors in CSAC shall be considered to have thereby withdrawn as a party to this Agreement, and its membership in the Authority and participation in any excess insurance programs of the Authority shall be automatically cancelled as of that time, without action of the Board of Directors.

ARTICLE 22
EFFECT OF WITHDRAWAL OR CANCELLATION

(a) If a county's participation in an excess insurance program of the Authority is cancelled under Article 21, with or without cancellation of membership in the Authority, and such cancellation is effective before the end of the policy year for that program, the Authority shall promptly determine and return to the county the amount of any unearned premium payment from the county for the policy year, such amount to be computed on a pro rata basis from the effective date of cancellation.

(b) Except as provided in (a) above, a county which withdraws or is cancelled from this Agreement and membership in the Authority, or from any program of the Authority, shall not be entitled to the return of any premium or other payment to the
Authority, or of any property contributed to the Authority. However, in the event of termination of this Agreement, such county may share in the distribution of assets of the Authority to the extent provided in Article 23.

(c) Notwithstanding withdrawal or cancellation from any excess insurance program of the Authority, a county shall remain obligated to pay any premium, premium adjustment or premium surcharge which the Board of Directors determines is due from the county for losses during the period in which the county was a participant in such program, until such time as all losses arising under that program during that period have been finally resolved and the Authority has determined the county's final premium obligation for such period.

ARTICLE 23
TERMINATION AND DISTRIBUTION OF ASSETS

(a) This Agreement may be terminated at any time upon the election to terminate of three-fourths of the member counties, acting through their boards of supervisors; provided, however, that this Agreement and the Authority shall continue to exist after such election for the purpose of disposing of all claims, distributing all assets, and performing all other functions necessary to conclude the affairs of the Authority.

(b) Upon termination of this Agreement, all assets of the Authority in each excess insurance program shall be distributed among those counties which participated in that program, including premiums paid and property contributed (at market value when contributed). The Board of Directors shall determine such distribution within six months after disposal of the last pending claim or other liability covered by the program.

(c) Following termination of this Agreement, the Board of Directors may require any county which was a participant in an excess insurance program at the time a loss was incurred within that program to pay any additional amount of premium, established in accordance with a loss allocation formula, which may be necessary to enable final disposition of all claims arising from such loss.
ARTICLE 24
BYLAWS AND PROCEDURES MANUAL

As soon as practical after the effective date of this Agreement, the Board shall arrange for the preparation of Bylaws and a Procedures Manual to govern the day-to-day operations of the Authority. Upon adoption by the Board, such documents shall be delivered by the Authority to each member county.

ARTICLE 25
NOTICES

The Authority shall address notices, billings and other communications to a member county as directed by the county. Member counties shall address notices and other communications to the Authority to the General Manager/Secretary of the Authority, in care of CSAC until the Authority establishes its own office, and thereafter at the office address of the Authority.

ARTICLE 26
AMENDMENT

This Agreement may be amended at any time by a vote of two-thirds of the member counties, acting through their boards of supervisors.

ARTICLE 27
PROHIBITION AGAINST ASSIGNMENT

No member county may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any county shall have any right, claim or title to any part, share, interest, fund, premium or asset of the Authority.
ARTICLE 28
AGREEMENT COMPLETE

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

ARTICLE 29
FILING WITH SECRETARY OF STATE

The General Manager/Secretary or CSAC shall file a notice of this Agreement with the office of the California Secretary of State within 30 days of its effective date, as required by Government Code Section 6503.5.

IN WITNESS WHEREOF, the undersigned party hereto has executed this agreement on the date indicated below.

Date:___________________  County of___________________

By:___________________

The Board of Supervisors, Mariposa County, met this 14th day of August, 1979 at 9:05 a.m. with Supervisors Clark, Owings, and Weber present. Supervisors Erickson and Dalton arrived by 9:15 a.m.

The minutes of August 6th and 7th, 1979, were approved.

On motion of Weber, seconded by Owings, the Consent Agenda was approved: County Counsel, San Francisco, nunc pro tunc, 7/27/79, CSAC Conf. on AB 8, Assessor, 8/19-21/79, Workshop in Chico - Economic Impact Assessment. County Clerk requests 75 percent of estimated expenses for meals, lodging, transportation for County Clerk and one deputy, Federal Election Commission Far-West Regional Conf., 8/19-21/79; 75 percent of total expenses amount to $132; County Clerk requests Auditor be directed to draw warrant payable to County Clerk. Correction of minutes of 8/7/79: "On motion of Weber, seconded by Erickson, claim for refund of Gladysce Starritt in the amount of $10.78; monies to come out of Clerk's Escrow. Direct Auditor to draw a warrant in the amount of $5.00 to Leonard Wilkinson for duplication of Board of Supervisors meeting tapes. Claims as presented by Auditor:

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On motion of Owings, seconded by Weber, on recommendation of the Auditor, Auditor directed to draw a warrant to J.P. Willis in the amount of $12,770 for purchase of Solid Waste caterpillar tractor; purchase previously approved by Board.

Bethanne Dowlen, CETA Project Administrator presented CETA subgrants for 10/1/79-9/30/80. On motion of Clark, seconded by Owings, Res. 79-132 was passed and adopted, authorizing the Chairman and CETA Administrator to execute subgrants and modifications on behalf of the County. On motion of Owings, seconded by Clark, CETA Administrator authorized to request from Balance-of-State the purchase of two weed-eaters. On motion of Clark, seconded by Owings, Chairman authorized to sign contract for classroom supportive services with Merced College.

On motion of Owings, seconded by Weber, Barbara Knell hired as Deputy Clerk of the Board, at earliest date agreeable with her present employer.
Building Inspector Larry James discussed building department fees. On motion of Owings, seconded by Weber, Res. 79-133 was passed and adopted, adopting the Building Dept. fee schedule as recommended by the Building Dept. and the Advisory and Appeals Board, and amended by the Board. Ayes: Dalton, Owings Weber. No: Erickson. Clark: abstaining due to possible conflict of interest.

On motion of Clark, seconded by Owings, $288,540 to be budgeted for Forest Receipts, per confirmation received from NACo.

Acting as the Board of Directors, Yosemite West Maintenance District, on motion of Owings, seconded by Weber, Auditor directed to draw a warrant in the amount of $60 to Moldenhauer-Bennett & Co. for Yosemite West Litigation services.

On motion of Owings, seconded by Clark, billing from Marsh & McLennan in the amount of $18,500 for Excess Workers Compensation approved.


On motion of Clark, seconded by Weber, Andy Jones to be hired to represent the Sheriff in Menzies lawsuit.

On motion of Owings, seconded by Clark, public hearing scheduled for September 18, 1979, 2:00 p.m., to consider extending or amending Ord. 515, an interim emergency zoning ordinance regulating the use of land and establishing development standards in the community of Coulterville; Clerk to publish notice. Weber: absent.

The Board scheduled a joint Administrative Practices Session, August 27, 1979, with the Planning Commission to discuss procedures for General Plan amendments.

On motion of Weber, seconded by Erickson, Treasurer’s request for budget reduction of postage to $1,850 approved.

On motion of Clark, seconded by Weber, Assessor's office expense budget to be increased by $2,000 to cover additional postage for ownership statements to property owners, per AB 8. Absent: Owings.

On motion of Clark, seconded by Weber, Res. 79-134 was passed and adopted, appropriating $250 for purchase of file cabinet for Assessor Office.

On motion of Clark, seconded by Weber, additional $1,000 to be appropriated to Board’s Maintenance Equipment budget for maintenance agreement on Savin Copy Machine: to be added to Res. 79-134.

On motion of Erickson, seconded by Clark, Res. 79-135 was passed and adopted, approving County participation in the State Abandoned Vehicle Abatement Program and authorizing the Sheriff to execute contract with Dept. of Calif. Highway Patrol for participation in the program.

On motion of Clark, seconded by Erickson, Res. 79-136 was passed and adopted, consolidating MPUD Board of Directors election with the State of Calif. Special General Election to be held on Nov. 6, 1979.

Supervisors Weber and Owings to provide necessary data to Personnel Policies and Procedures Committee for its review of the CETA Project Administrator’s rate range and make recommendation to the Board.
On motion of Owings, seconded by Erickson, Res. 79-137 was passed and adopted, supporting Terry Cook's election for the second vice-presidency of CSAC.

On recommendation of the Task Force, it was the consensus of the Board that advertising for potential triple A designees for Mariposa County would not be done.

On motion of Erickson, seconded by Owings, road name of Scrubby Oak Road approved; access road located off Old Highway; Clerk to notify all departments concerned.

Marguerite Ferrero was given permission to use surplus office equipment for the land division investigation office.

On motion of Clark, seconded by Erickson, September 10, 1979, Administrative Practices Session scheduled to discuss with John Thomson and Dr. Thomas the annual "low cost" rabies clinics. Motion and second withdrawn for discussion. Date to be scheduled for this review at a later time.

The Board adjourned for lunch at 12:10 p.m. and reconvened in regular session at 2:10 p.m.; Supervisor Erickson arrived at 2:30 p.m.

On motion of Clark, seconded by Owings, expenses authorized for Vicky Stein and meals for accompanists for her performance while representing County at State Fair.

County Counsel to prepare resolution for Board review for mileage allowance for the OEDP Committee, County Library and public members of the Policies and Procedures Committee.

On motion of Owings, seconded by Weber, new line item and $1200 to be added to Board budget for District Office expenses. No: Clark.

Auditor Barbara Saye and Glen Power discussed budget matters with the Board. Glen Power to provide Auditor with data in order to separate Veterans Service Office and Senior Assistance budgets.

Supervisor Clark excused at 4:10 p.m. from meeting.

Budget discussion continued with Barbara Saye present. Auditor to include Water Agency in the final budget for public information.

The Board adjourned at 4:40 p.m. to meet in Administrative Practices Session on August 20, 1979, at 9:00 a.m.

EUGENE P. DALTON, JR.,
Chairman, Board of Supervisors

ATTEST:

JOAN J. LYND
Clerk of the Board
Mr. Frank Long, Supervisor
Mariposa County Water Agency
Mariposa County Court House
Mariposa, CA 95338

Gentlemen:

Under the Agreement for planning the project cited above, funds were advanced for the
preparation of engineering/architectural plans and specifications. These funds are due and
repayable when construction of the planned project is undertaken. Accordingly, this office
is required to obtain information about the current status of the planned project.

Please complete the form that appears on the reverse side of this letter by inserting
the information requested in the spaces provided. The form should be filled out in detail;
if more space is needed for a particular item, continue on a separate sheet, identifying
the continuation by project and item number.

Return the original to this office in the enclosed self-addressed envelope within two
weeks of the date this inquiry is received, if possible. If you have any questions,
please contact Ulyse Bridges, (415) 556-3880.

Sincerely yours,

Robert J. Vasquez, Director
Regional Office of Housing
# REPORT OF CONSTRUCTION STATUS OF ADVANCE PLANNING PROJECT

## A. ADVANCE OF FUNDS

1. If there is any balance of the advance made by the Federal Government that has not been paid to the architect/engin.ner, show amount: $ none

## B. STATUS OF CONSTRUCTION - Answer the questions in this block if construction has been started or scheduled; otherwise, skip to block "C", below.

2. If construction has started or is scheduled to start, enter date on appropriate line:
   (a) Construction started on: 
   (b) Contract was or will be signed about: 
   (c) Bids have been invited; construction scheduled to start about: 
   (d) Bids not yet invited; construction scheduled to start about:

3. Has construction taken place or been scheduled on any segment or portion of the project for which planning assistance was given?  
   - [ ] Yes  
   - [X] No
   
   If yes, be sure that you have answered "BE" above, and describe in the space below the segment or portion referred to. (If space is needed, continue on an attachment.)

## C. CONSTRUCTION NOT STARTED OR SCHEDULED - Answer the questions in this block only if construction has not yet been started or scheduled.

4. Has construction taken place or been scheduled of a substitute facility for the same general purpose as the planned facility?  
   - [ ] Yes  
   - [X] No

5. If "Yes", give date: 

6. If the advance was for financing preliminary planning only, has the preparation of final plans been undertaken?  
   - [ ] Yes  
   - [X] No

   If "yes", give dates:
   (a) Preparation of the final plans was started on 
   (b) Completion of the final plans was or is expected on

   If "no", have the preliminary plans been revised?  
   - [ ] Yes  
   - [X] No

7. If the advance was for financing final planning, the final plans for scheduling construction (check appropriate box):
   - [X] Are adequate without revision  
   - [ ] Need to be revised

## Signature and Title of Authorized Representative

Carroll Clark  
Chairman, Marinosa County Water Agency  
August 14, 1979
Mr. Frank L. Long, Jr.
Chairman
Mariposa County Water Agency
Mariposa County Courthouse
Mariposa, California 95338

Dear Mr. Long:


The Department finds that the proposed project: has statewide interest, but has little urgency of need or public necessity; is engineeringly feasible; has marginal economic justification; and is not financially feasible at this time. The project is not financially feasible because the Agency cannot ensure the availability of funds for initial project costs in excess of the requested Davis-Grunsky grants and for future staged construction. Without future stages, the project benefits would not be realized, and the project would not be economically justified.

I have asked the California Water Commission to concur in the conclusion of the report of findings at its October 3 meeting. The meeting will start at 9 a.m. in the Ventura County Supervisors Chambers, Ventura, California.

Sincerely yours,

Director

Enclosures
State of California
The Resources Agency
DEPARTMENT OF WATER RESOURCES

AGUA FRIA PROJECT

Report of Findings
on the Application
of the Mariposa County Water Agency
for Grants under the Davis-Grunsky Act

September 19, 1969

The Mariposa County Water Agency has submitted a formal application for grants under the Davis-Grunsky Act in furtherance of its proposed Agua Fria Project. The application requests recreation, fish enhancement, and facilities grants totaling $4,919,000.

The Agua Fria Project is described in the July 1968 "Feasibility Report" of the Mariposa County Water Agency; and is modified, with various financial aspects described in more detail, in the June 1969 "Amendment". The proposed project has three purposes: Recreation, Fisheries Enhancement, and Water Conservation.

Estimated construction costs of the proposed project are:

Total initial project construction costs $6,606,000

Future staged construction costs

Second stage recreation facilities (1980) ($ 413,110)
Raise Dam (1985) ($605,000)
First stage of water system (1985) ($1,335,000)
Third stage recreation facilities (1990) ($861,710)
Second stage of water system (1990) ($724,800)
Fourth stage recreation facilities (2000) ($695,740)
Third stage of water system (2010) ($369,000)

Total, future staged construction costs $5,095,350

TOTAL CONSTRUCTION COSTS $11,611,350
Total project costs (the present worth of all capital, operation, maintenance, and replacement costs) for the 50-year project analysis period are $12,946,000. Total project benefits for the same period are $13,122,000.

**Proposed financing of the initial project costs are:**

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Source</td>
<td>$1,687,000</td>
</tr>
<tr>
<td>Davis-Grunsky Grant</td>
<td>4,919,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$6,606,000</td>
</tr>
</tbody>
</table>

The Agency applied for a $2,317,000 Economic Development Administration grant in May 1966. The request was declined in November 1957 due to lack of funds. Agency representatives have indicated that the "other source" would have to be an Economic Development Administration grant. Proposed local financing for the initial project would be $50,000 in the first year to provide initial operation and maintenance reserve funds.

The Agency has no specific proposals for financing future staged construction costs, except for $100,000 that is to be made available to the project prior to construction of the first stage water supply facilities.

**FINDINGS**

The findings of the Department of Water Resources with respect to the Application of the Mariposa County Water Agency for Grants under the Davis-Grunsky Act in furtherance of the proposed Agua Fria Project are set forth hereafter.

The Mariposa County Water Agency is an eligible type of public agency as defined in the Act. The proposed Agua Fria Project is an eligible type of project under the Act and is in conformance with the California Water Plan.

**Statewide Interest**

The proposed project would have statewide interest. It could provide a water supply in an area where the economy probably has been hampered by lack of a full and dependable water supply. It could improve the local economy by providing water-based recreation and an enhancement of fishing opportunities.

**Urgency of Need and Public Necessity**

There does not appear to be an urgent need or a public necessity for the proposed project at this time. According to the Application, water supplies made available by the project...
would not be utilized before 1986. Though the project probably would enhance the local economy, the present economy would not deteriorate due to lack of the project.

Engineering Feasibility

The proposed project is engineeringly feasible.

Economic Justification

As the proposed project is not financially feasible, the Department has not made an in-depth review of the benefits and costs. On the basis of the Agency's information, the proposed project has marginal economic justification. The Benefit-Cost Ratio is 1.01.

Financial Feasibility

The proposed project is not financially feasible at this time.

According to the Agency's report, the request for a grant from the Economic Development Administration was declined in November 1967 due to lack of federal funds. Even if the Economic Development Administration grant could be secured for part of the cost of the initial construction, the Agency is unable to ensure the availability of funds for the initial project costs that might be in excess of the estimated costs and for future staged construction costs.

The Agua Fria Project would impose heavy financial burdens on the Agency. These burdens would include the obligation to make up any deficiency that might occur in funds available for initial construction, the obligation to pay for the costs of future staged recreation facilities and future staged water supply facilities, and the obligation to pay costs of operating, maintaining, and replacing the project facilities. The absence of any contribution by the Agency to the costs of constructing the initial project indicates that the Agency does not have the capability to undertake these heavy future financial burdens of the project.

Agency representatives have stated that the Agency cannot guarantee construction of future stages of the proposed project. Without future stages, the project benefits would not be realized and the project would not be economically justified.
CONCLUSION

The Department of Water Resources concludes that funds should not be granted to the Mariposa County Water Agency for the Agua Fria Project under the Davis-Grunsky Act because the proposed project is not financially feasible at this time.

W. R. Gianelli
William R. Gianelli, Director
Department of Water Resources
The Resources Agency
State of California
Sacramento, California
Agreement Number: 78-62202 A-1

1. In that certain agreement between the Department of Health Services and the County of Mariposa, dated May 23, 1978

Paragraph 9 on Page 3 is amended to read as follows:

"9. This agreement shall be from July 1, 1978 through December 31, 1979, or until such other earlier date as mutually agreed or until terminated in either of the following manners:

1) Thirty days written notice by either party
2) By mutual written agreement."

2. The effective date of this amendment is June 30, 1979.

3. All other terms and provisions of said agreement shall remain in full force and effect.

County of Mariposa

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH SERVICES

By: [Signature]
Chairman, Board of Supervisors

Date: ______________________

By: [Signature]
Chief, Program Support Branch

Date: ______________________
Mr. Eugene P. Walton, Jr., Chairperson
Board of Supervisors
County of Mariposa
Courthouse
Mariposa, CA 95338

Dear Mr. Walton:

Due to the uncertainties encountered in transitioning some of the county positions for 1979-80, the contract county contracts have been delayed. In order to ensure there is no lapse in the provision of public health nursing and environmental health services in the contract counties, the Rural Health Division has taken action to extend the 1978-79 agreements.

Attached for your signature are six (6) copies of the amendment to the 1978-79 agreement between the State and your County. Please forward a resolution from the Board of Supervisors approving this amendment, along with the signed amendments, to:

Department of Health Services
Contract Management Section
744 P Street, Room 395
Sacramento, CA 95814

As you will note this amendment extends the period of the agreement through December 31, 1979. The amendment can be terminated prior to December 31, 1979, upon 30 days written notice by one party to the other. These amendments shall serve as interim agreements until the 1979-80 contracts are negotiated and approved. Upon completion, one fully executed copy will be returned to you.

The effective date of the new 1979-80 contracts shall be coordinated with the termination date of the attached amendments. For example, if it is decided that the new 1979-80 contract shall be effective October 1, 1979, then the attached amendment would be terminated as of September 30, 1979.
Mr. Eugene P. Walton, Jr.  -2-  July 27, 1979

If you have any questions regarding these amendments, please contact your regional administrator.

Sincerely,

Ernesto Iglesias  
Deputy Director  
Rural Health Division

Attachment

cc: Avery E. Sturm, M.D.  
County Health Officer  
County of Mariposa

Mr. Warren Bonta, Administrator  
Sacramento Regional Office  
Rural Health Division  
Department of Health Services  
2131 Capitol Avenue  
Sacramento, CA 95814
County of Mariposa  
P.O. Box 5  
5186 Highway 49N  
Mariposa, CA. 95338

RE: 78-62202 A-1

Dear Sir:

PLEASE READ CAREFULLY — NO FURTHER PROCESSING OF THIS CONTRACT CAN TAKE PLACE UNTIL THE FOLLOWING ITEM(S) ARE COMPLETED AND RETURNED TO THE DEPARTMENT.

☐ Sign three copies with original signatures
☐ Your Social Security Number
☒ certified copies of your Board of Supervisor’s approval
☐ Four certified copies of your City Council’s approval
☐

This is to advise you that this contract cannot be considered binding on either party unless and until it is approved by the appropriate authorized State agencies, including the Department of General Services, if required. Any funds expended on the contract before approval by the State and for which payment is expected under the contract, may not be reimbursable in the event the State should subsequently disapprove the agreement.

☒ The three signed copies with original signatures should be mailed to: Department of Health Services, Contract Management Section, 714 P Street, Sacramento, CA 95814. The yellow copy of the contract marked “Contractor’s Copy” is enclosed for your convenience as a temporary record.

PLEASE REMEMBER THE LONGER YOU HOLD THE CONTRACT, THE LONGER IT WILL BE BEFORE IT IS FULLY EXECUTED BY THE STATE. Please call the Contract Management Section, (916) 322-6122 if you have any questions on this matter.

After approval, the original copy of the contract will be returned to you.

Sincerely,

Kathy Aichini  
Contract Analyst
Contract Management Section

Enclosures

cc: (RHD)

KA:sw
HAS 1206 (6/78)
6/774 - 495 3 W 422 - 15P
Agreement Number: 78-62202 A-1

1. In that certain agreement between the Department of Health Services and the

County of Mariposa, dated May 23, 1973

Paragraph 9 on Page 3 is amended to read as follows:

"9. This agreement shall be from July 1, 1978 through
December 31, 1979, or until such other earlier date as
mutually agreed or until terminated in either of the
following manners:

1) Thirty days written notice by either party
2) By mutual written agreement."

2. The effective date of this amendment is June 30, 1979.

3. All other terms and provisions of said agreement shall remain in
full force and effect.

County of Mariposa

By: [Signature]
Chairman, Board of Supervisors

Date: ____________________________

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH SERVICES

By: [Signature]
Chief, Program Support Branch

Date: ____________________________
Merced College will provide supportive services to Classroom Training participants of Mariposa County Employment Development Department Title IIB CETA funds.

Merced College will provide counseling services to include monthly interviews, instructor/student progress reports, employability plan (initial and follow-up) academic/personal counseling and referrals to other supportive services.

Upon notice of participation all students will receive assistance in class scheduling, completing CETA forms, information of rules and guidelines to follow during classroom training, and timesheets for CETA allowance payments.

Students will be referred to the Career Center for aptitude tests, career research, and vocational assessment. Each semester, students will be advised on enrollment for classes and academic counseling.

The budgeted funds for the fiscal year October 1, 1979 to September 30, 1980, for Counseling Services will be $20.83 per participant each month. The billing will be done quarterly to the Mariposa County Employment and Training Office.
SIGNATURE SHEET

As applicant, Merced College, hereby propose to provide and deliver manpower programs/services under CETA Title IIB as stated in this proposal. If this proposal is approved and funded, it is agreed that the provisions of the Comprehensive Employment and Training Act of 1973, as amended, and other assurances as required by the Act and the Prime Sponsor will be adhered to.

Furthermore, as a duly authorized representative of the applicant, I certify that the information provided in this proposal is correct and that Merced College is fully capable of fulfilling its obligations under this proposal as stated herein.

W. C. Martinez
Superintendent-President

NAME AND TITLE

Merced College
3600 N Street
Merced, Ca. 95340

AGENCY ADDRESS

__________________________
SIGNATURE

Eugene Dalton
Chairman, Board of Supervisors

NAME AND TITLE

Mariposa County Employment and Training Office
P. O. Box 1915
Mariposa, Ca. 95338

AGENCY ADDRESS

__________________________
DATE

__________________________
SIGNATURE

__________________________
DATE
The Board of Supervisors, Mariposa County met in regular session this 21st day of August, 1979, 9:00 a.m. with Supervisors Clark, Owings, Weber, and Erickson present. Supervisor Dalton excused due to illness.

The minutes of August 14, 1979, were approved.

On motion of Weber, seconded by Erickson, the consent agenda was approved: Gertrude Tabor requests to be put on 8/28/79 agenda re foster home and probation rates. Auditor requests she be directed to draw a warrant in the amount of $41 to Employment Development Dept. for County's share of unemployment insurance benefits paid to former employees under Section 803 of the Unemployment Insurance Code.

Welfare Director Lois Lewis presented breakdown of Federal, State and County share of Welfare budget. On motion of Erickson, seconded by Weber, revised tentative budget, per AB 8 requirements, approved.

On motion of Weber, seconded by Erickson, Mariposa County Commission on Aging ByLaws adopted.

On motion of Erickson, seconded by Owings, Res. 79-138 was passed and adopted, authorizing the Sheriff's Dept. to execute radio transmitter Penon Blanco lease with the Division of Forestry.

On motion of Owings, seconded by Weber, solid waste house fee billings to be deferred until further study on alternative financing is completed; solid waste financing to continue as in previous years.

On motion of Weber, seconded by Owings, Treasurer-Tax Collector to retain solid waste billings and continue to update billing list for future use.

Chairman Freeman Nelson, Mental Health Advisory Board, discussed proposed position of Mental Health Director and Dr. Westmorland, Kingsview, gave additional input to the Board. On motion of Weber, seconded by Owings, on recommendation of the Mental Health Advisory Board, Mental Health Director job description and salary range of $32,35,000 approved; duties to also include Program Manager and Alcoholism Program.

Road Commissioner William Lincoln discussed Road Department matters. On motion of Erickson, seconded by Owings, sealed bids for culverts to be opened on September 18, 1979, 10:00 a.m. On motion of Erickson, seconded by Owings, Res. 79-139 was passed and adopted, authorizing the Chairman to sign agreement with the Dept. of Transportation for construction of FAS project Bear Valley Road, in the approximate amount of $600,000: 2/3 Federal money; 1/3 State money.

Henry Lowe requested County take action to remove oil from his car resulting from Road Dept. oiling Silva Road; Road Commissioner to review situation.

On motion of Owings, seconded by Erickson, Res. 79-140 was passed and adopted, authorizing the Sheriff to contract with State for purposes of examining services for County Sheriff's Dept.

Rita Kidd, Planning Office, discussed Planning Office matters. Acting as the Coulterville County Service Area No. 1 Board of Directors, Chairman authorized to sign agreement with Twain Harte for testing Coulterville Wastewater pumps, equipment, and sprinkler system. On motion of Owings, seconded by Weber, Auditor authorized to release check to Twain Harte for ten percent retention of Schedules A, B, C. Coulterville Project; payment approval given at Board's 8/14/79 meeting.
Planning Commission's response to the complaint by Sierra Telephone Co. on the building activity in Bootjack discussed. Clerk to forward letter from Planning Commission with cover letter to Sierra Telephone Co.

On motion of Weber, seconded by Owings, Board approved Planning Commission's proposed resolution, as amended by the Board during its Administrative Practices Session of August 20, 1979, outlining general concepts of policies to bring County procedures for reviewing projects under CEQA and public notifications and hearings into conformance with the recent Horn Decision.

On motion of Weber, seconded by Erickson, hearing de novo request of Mr. Tauchen to be forwarded to Planning Office for response; appeal request received beyond the ten-day time period and Mr. Tauchen was advised by the Planning Office that he could apply for a General Plan Amendment.

Supervisor Erickson requested elected official salaries be considered prior to the adoption of the final budget.


On motion of Weber, seconded by Owings, Chairman authorized to sign agreement to extend contract counties health services to December 31, 1979, with Dept. of Health Services.

The Board adjourned for lunch at 11:25 a.m. and reconvened at 2:00 p.m., following the Water Agency Meeting.

Public Hearing opened on the FY 1979-80 proposed budget. Written response from L.V. Larsen was read into the record. Public input called for and received; public portion of hearing closed. Mr. Basier and Auditor Recorder Barbara Saye discussed budgets relative to AB-8. Requests from Department Heads for additional budget items reviewed. On motion of Erickson, seconded by Weber, Res. 79-141 was passed and adopted, approving Auditor's request for additional $3,160. On motion of Erickson, seconded by Owings, Res. 79-142 was passed and adopted, deleting hourly position of Squirrel Poison from Ag Inspector Dept; adding Ag Inspector II position, range 127-143**Increasing Auditor-Deputy to 100 percent time. On motion of Erickson, seconded by Weber, request for $2,590 Fire Protection Budget addition approved; to be added to Res. 79-141. On motion of Owings, seconded by Erickson, additional $500 to be added to Fire Protection Maintenance-Equipment; $1500 to be added to Equipment-Coulterville; new line item for Misc. Fire Fighting Equipment County-wide of $5,000 approved; to be included in Res. 79-141. On motion of Weber, seconded by Owings, $400 to be added to Building & Grounds budget for purchase of vacuum cleaner; to be included in Res. 79-141. Forest receipts to be adjusted to $183,000 per letter received from Dept. of Ag, Stanislaus National Forest. On motion of Owings, seconded by Weber, dept. heads' additional budget requests as presented by the Auditor to be included in Res. 79-141, with the exception of Assessor's request for additional autos. On motion of Weber, seconded by Owings, following discussion with Barbara Flarida, Veterans Service and Senior Assistance amended budgets approved.

On motion of Owings, seconded by Erickson, Auditor directed to draw a warrant to Dr. Thomas in the amount of $196 for vet services, and a warrant to MCAB for annual assessment in the amount of $745.43.

**AMENDED PER SEPTEMBER 18, 1979 MINUTES: Agricultural Inspector II Cathi Parker to be placed in Step 2 of that range.
On motion of Owings, seconded by Weber, Res. 79-43 was passed and adopted, providing for mileage reimbursement for members of the OEDP Committee, Countywide Library, and public members of the Personnel Policies and Procedures Committee; $300 for each committee's mileage to be included in Res. 79-141.

On motion of Erickson, seconded by Owings, Res. 79-144 was passed and adopted, opposing BLM inclusion of Mariposa County Lands in Wilderness Inventory and opposing the Final Initial Inventory/Draft Intensive Inventory, Public Lands Administered by BLM; Glen Gordo appointed as courier for Board to deliver Res. 79-144 to the Clerk of the BLM Public Hearing for inclusion in public hearing record.

On motion of Owings, seconded by Erickson, budget public hearing continued to August 28, 1979, 2:15 p.m.

The Board adjourned at 4:30 p.m. to meet in Administrative Practices Session at 9:00 a.m., August 27, 1979.

EUGENE P. DALTON, JR., Chairman
Board of Supervisors

ATTEST:

Jean J. Lynk
Clerk of the Board
The Board of Supervisors, Mariposa County, met this 4th day of September, 1979 at 9:10 a.m. with all Supervisors present.

The minutes of August 27 and 28, 1979, were approved as mailed.

On motion of Clark, seconded by Weber, the Consent Agenda was approved:
Glen Power, San Mateo, Annual Professional Training Conf. of Assoc-Veterans Service Officers, 9/18-21/79. County Counsel, Oakville, 9/7/79, School Law Study Section of Ct. Counsels Assoc. mtg. CAO Committee requests travel approval to Alpine and Mono, September 17-18/79, to discuss CAO position with County Administrator Officer.

Communications folder reviewed. On motion of Weber, seconded by Owings, letter from Maymie Kimes to be forwarded to Planning Office; Planner Grantman to request Environmental Division of Attorney General's Office and OPR to conduct a Planning Workshop in Mariposa County; Clerk to write A.G. and OPR offices to advise of Board action. Letter from Larry Johnston re Parkline Hotel expansion to be forwarded to Planning Commission for consideration; Clerk to advise Mr. Johnston of Board action. County Counsel to research requirements of Citizens Local Transportation Advisory Committee for Board review.

On motion of Owings, seconded by Weber, Res. 79-150 was passed and adopted, increasing C.E.T.A. Program Administrator's rate range to 150-166, effective September 1, 1979. It was noted that CETA Administrator's salary is paid out of State monies which operate the program.

Ordinance 522 was read into the record. On motion of Erickson, seconded by Owings, Ord. 522, increasing elected officials' salaries, was passed and adopted. Ayes: Erickson, Owings, Weber, Dalton. No: Clark

Ordinance 521 was read into the record. On motion of Owings, seconded by Weber, Ord. 521, deferring solid waste house fees, was passed and adopted.

Road Commissioner William Lincoln discussed Road Department matters.

Planner/Grantman Robert Borchard and Rita Kidd reviewed with the Board Planning Commission's Res. 79-23, revised Environmental Review Procedures. On motion of Erickson, seconded by Clark, Res. 79-151 was passed and adopted, adopting Planning Commission Res. 79-23, as amended, as the criteria and procedures for reviewing projects in compliance with State Law and providing public notice and public hearings on projects requiring environmental review.

Supt. of Building and Grounds Craig McDonald discussed MPUD water meters with the Board. On motion of Owings, seconded by Weber, Clerk to advise Auditor and MPUD that all water billings for County buildings are to be based on meters rather than a flat rate. Craig McDonald to make necessary arrangements to have spring water be used for watering Courthouse grounds; have line run from Greenamyer well for Building and Grounds building water; Sanitarian John Thomson to check Greenamyer well and spring to insure adequacy.

On motion of Erickson, seconded by Owings, Carl Eubanks appointed to the Parks and Rec. Commission, representing District 3.

Sheriff Paul Paige discussed Sheriff Department matters with the Board. On motion of Weber, seconded by Clark, amended specifications for jail exercise yard bids to be readvertised; bids to be opened 9/18/79, 11:45 a.m. Ayes: Weber, Clark, Owings, Dalton. No: Erickson. On motion of Clark, seconded by Weber, Chairman authorized to sign ownership certificates on 16' Wellcraft boat, 21' Wellcraft boat, and two American boat trailers in order properly transfer titles due to clerical error. On motion of Clark, seconded by Weber, permission given to Sheriff to hire Deputy Sheriff, waiving age requirement pursuant to County Ordinance Section 2.28.010, Section C.
Gertrude Tabor requested foster home care rates be increased to coincide with natural parents assistance payments. Following discussion with Welfare Director, Board determined to discuss this further during an Administrative Practices Session.

Administrative Assistant to Senator Maddy Ted Hillard spoke with the Board.

The Board adjourned for lunch at 12:15 p.m. and reconvened in regular session at 2:05 p.m.

Continued public hearing on General Plan Amendment No. 79-1, Mack and Eva Clark, regarding property located on north side of Penon Blanco Road opened. Larry Enrico, Planning Office, read into the record the reasons for denial by the Planning Commission. Public input called for and received from Mr. Clark. Board requested a copy of the Sewage Disposal System Application from the Health Dept; public hearing continued until receipt of application.

Auditor Barbara Saye discussed tax rate and revenue sharing audit. On motion of Owings, seconded by Erickson, Res. 79-152 was passed and adopted, setting tax rate at $4.02; tax rate does not apply to MPUD. On motion of Erickson, seconded by Owings, public hearing scheduled for 9/11/79, 11:30 a.m. to review MPUD tax rate.

On motion of Owings, seconded by Erickson, $1,000 approved for Revenue Sharing audit; audit to be performed by Bartig, Basler, and Ray.

Public hearing continued on General Plan Amendment No. 79-1. Sewage Disposal System Application reviewed. On motion of Clark, seconded by Erickson, Board upheld Planning Commission's denial of General Plan Amendment No. 79-1. Planning Office to prepare and present Findings of Fact.

Representative Ron Dunn, Basic 4, and representatives from Central Calif. Computer Services discussed County's data processing needs. Following input from Department Heads, Board appointed Robert Borchard and Stephen Dunbar to research feasibility of program and develop cost, needs, and specifications.

The Board adjourned at 4:45 p.m. to meet in regular session on Tuesday, September 11, 1979, 9:00 a.m.

EUGENE F. DALTON, JR., Chairman
Board of Supervisors

ATTEST:

Joan J. Lynk
Clerk of the Board
LEASE

This Lease, entered into on July 1, 1979, by and between

AMERICAN LEGION POST 567, a non-profit California corporation,
hereinafter referred to as "LESSOR", and the COUNTY OF MARIPOSA,
a political subdivision of the State of California, hereinafter
referred to as "LESSEE".

W I T N E S S E T H:

LESSOR is the owner of certain real property gener-
ally described as the American Legion Hall building, hereinafter
described in exhibit "A" attached hereto and made a part hereof,
and is desirous of leasing a portion of said American Legion Hall
for County office space for the office of Veterans Service/Senior
Assistance Officer.

NOW, THEREFORE, it is mutually agreed as follows:

1. In consideration of the covenants and agreements
hereinafter contained and other valuable consideration, to wit:
the payment by LESSEE of the sum of ONE THOUSAND EIGHT HUNDRED
DOLLARS ($1,800.00), payable in installments of ONE HUNDRED FIFTY
DOLLARS ($150.00) per month commencing upon the execution of this
agreement, LESSOR leases that certain property generally described
as that portion of the American Legion Hall presently occupied by
the office of Veterans Service/Senior Assistance Officer and shown
on the plot map, a copy of which is attached hereto and incorpor-
at ed herein by reference as Exhibit "A". Said sum shall be the
total rental value for the entire period.

2. That LESSEE shall pay any and all electric, tele-
phone, clearing, and garbage collection expenses incurred through
LESSEE'S use of the premises during the term of this agreement.

-1-
3. That LESSOR shall pay any and all water and sewer expenses incurred through LESSEE'S use of the premises during the term of this agreement.

4. That LESSEE shall use the demised premises for County office purposes and shall comply with all laws, ordinances, rules, regulations, and requirements of the County, State, and federal government.

5. That LESSEE shall indemnify, hold harmless, and defend LESSOR, its officers, agents, and employees against any and all claims, demands, damages, costs, and expenses arising out of this Lease except for liability arising out of the concurrent sole negligence of LESSOR, its officers, agents, or employees.

6. Said demised premises shall be used for County office purposes only, and no alterations, additions, or modifications shall be constructed upon said demised premises without the prior approval of LESSOR.

7. LESSEE shall be entitled to use the kitchen in said premises only for the purposes of making and serving coffee and storing Golden Harvest vegetables in the refrigerator presently located on said premises.

8. LESSOR reserves the right to cancel the Lease only with the consent of LESSEE and upon thirty days' written notice to LESSEE.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year hereinabove first written.

LESSOR: AMERICAN LEGION POST 567

By [Signature]

[Position]
TO: Dr. Martinez  
FROM: Loren R. Irwin, Dean, Student Personnel  
RE: CONTINUATION OF CETA GUIDANCE CLASS FOR MARIPOSA COUNTY 1979-80

Background

Outlined below is a proposal that would continue to provide a program of support services for CETA participants in Mariposa County.

The program would consist of a Merced College staff member assigned to provide two three-hour guidance classes each week, commencing October 1, 1979 and terminating on September 30, 1980. Each class would consist of approximately twenty CETA participants. The program would be housed in facilities provided by the Mariposa CETA Agency.

The purpose of the courses are to help persons who have not had a positive and productive work history to learn the appropriate skills, attitudes, etc., for coping with the day-to-day involvement of being a productive employee. Areas to be covered include:

1. Orientation to the world of work
2. The Career Decision Making Process including interest, aptitude, achievement and occupational testing and analysis
3. A visit to the Merced College campus to utilize the EUREKA system in the Career Center
4. Resume writing, role-playing interviews
5. Creativity in employment
6. Written and verbal communication
7. Public relations
8. Human relations, personal responsibility, character
9. Assertion training techniques

The college would provide the salary for the instructor, mileage to and from Mariposa, necessary supplies for the classes, utilization of the EUREKA Computer Career Guidance System, the Career Center and two round trips for a maximum of forty participants to Merced College or the surrounding area for appropriate experiences. It is understood there is a likelihood that a similar service would be provided following the termination of this program in September 1980; however, this decision will be based on a mutual agreement between Merced College and the Mariposa County CETA Agency.
Recommendation

That the Board of Trustees authorize the Superintendent/President to enter into an agreement with the Mariposa County CETA Agency, to provide CETA participants with the above services for a total of $14,000.

LRI/rg

Agreed Upon by:

W. C. Martineson, Superintendent/President
Secretary Board of Trustees
Merced College

Signature

August 8, 1979
Date

Authorized by:

Appropriate Personnel - Mariposa County

Signature

Title

Date
AMENDMENT TO JOINT POWERS AGREEMENT
FOR PURPOSES OF SELECTING A REGIONAL EXTENDED CARE FACILITY

WHEREAS, the Counties of FRESNO, MADERA, MARIPOSA, KINGS
and TULARE entered into a Joint Powers Agreement for the purposes
of initiating and implementing the necessary process for the
selection of a Regional Extended Care Facility to provide mental
health care services for said counties; and

WHEREAS, paragraph V, TERM OF AGREEMENT, of said Joint
Powers Agreement provides for the termination of said Agreement
upon the final selection of a contractor or on July 18, 1979,
whichever event occurs first; and

WHEREAS, a contractor has not been selected and all parties
to the Agreement desire to extend the term of said Agreement to
give the committees additional time to make their selection.

NOW THEREFORE, IT IS MUTUALLY AGREED that said Joint Powers
Agreement be amended as follows:

1. That the date of July 18, 1979, on line 20 of page 3
be deleted and the date December 31, 1979, be inserted in its
place.

2. That all the remaining provisions, terms, covenants,
conditions or promises contained in said Agreement shall remain in
full force and effect.

IN WITNESS WHEREOF the parties to these presents have
executed this Amendment to Joint Powers Agreement this 18th day of

APPROVED AS TO FORM
FLOYD R. B. VIAU, COUNTY COUNSEL

By Harvey A. Van Dusen, Deputy
HARVEY A. VAN DUSEN, Deputy

APPROVED AS TO FORM

By

COUNTY OF FRESNO

Chairman, Board of Supervisors

COUNTY OF KINGS

By

STATE OF CALIFORNIA

COUNTY OF FRESNO

COUNTY OF KINGS
APPROVED AS TO FORM

COUNTY OF MADERA

By _______________________

COUNTY OF MARIPOSA

By _______________________

COUNTY OF TULARE

By _______________________
August 7, 1979

TO:        Board of Supervisors
FROM:      Health Department
SUBJECT:   Amendment to Joint Powers Agreement - Selection of a Regional Extended Care Facility

RECOMMENDATION:

It is recommended that the Board of Supervisors authorize the Chairman to execute this Amendment to the JOINT POWERS AGREEMENT.

SUMMARY:

In March and April of this year a Joint Powers Agreement was entered into by Fresno, Mariposa, Madera, Kings and Tulare Counties for the purpose of selecting a Regional Extended Care Facility to serve mental health patients of said counties.

The Agreement terminated on July 18, 1979, prior to the selection of a facility. Those involved in the selection process have requested that more time be given in order to complete the project. This Amendment would extend the term of the Agreement until December 31, 1979.

ALTERNATIVE:

The only alternative is to abandon the project.

FINANCING:

This project is being financed 100 per cent by the State through Short-Doyle funds.

OTHER AGENCY INVOLVEMENT

None.

JAMES L. BLAKELEY
Director of Health

JLB:HADV:my
The Board of Supervisors, Mariposa County, met this 11th day of September, 1979, at 9:15 a.m. with all Supervisors present.

The minutes of September 4, 1979, were approved as mailed.

On motion of Weber, seconded by Erickson, the Consent Agenda was approved: Treasurer-Tax Collector and one deputy, and Auditor and one deputy to attend Auditors/Tax Collectors regional meeting, 10/10-11/79, Visalia. County Health Officer Dr. Sturm, Health Contract mtg, So. Lake Tahoe, 9/13/79. Welfare Director requests four employees attend workshop dealing with Hostile/Assaultive persons, Stockton on 9/20/79; four employees on 9/21/79. County Counsel, Disneyland, 9/19-20/79, County Counsels Assoc. Annual mtg.

Discussion took place on purchase of cassette tapes for use by County offices. On motion of Weber, seconded by Owings, purchase of 1000 tapes which includes free casette copier, and two tape recorders approved.

On motion of Owings, seconded by Erickson, County Counsel to prepare resolution for Board's review for setting $3.00 per tape for duplication requests; resolution also to include cost per page for copy requests.

Mariposa County Task Force recommendation on Area Agency on Aging discussed with Task Force members. On motion of Weber, seconded by Owings, Clerk to contact John Ladato, Chairman Service Area Task Force, and request representatives from Amador, Calaveras, Tuolumne, Alpine Commissions on Aging be present at meeting in San Andreas, 9/13/79, including Mariposa County representatives, to interview and make recommendations for the Area Agency on Aging to the State. On motion of Weber, seconded by Clark, Central Sierra and Joint Powers-Amador Plan proposals will be considered and rated by the Task Force for AAA designation; both proposals will be submitted to the State Dept. for consideration.

Welfare Director Lois Lewis requested approval of a pilot program for four ten-hour work days for her department; staff would be staggered to provide services from 8:00 a.m. - 5:00 p.m., Monday through Friday. On motion of Clark, seconded by Weber, approval given for two month Welfare Dept. 10-hour work day pilot program; Welfare Director to make a report to the Board following two month period with respect to department's efficiency and effectiveness.

Road Commissioner William Lincoln discussed Road Department matters. On motion of Erickson, seconded by Clark, October 2, 1979, 10:15 a.m. scheduled to open proposals for purchase of Road Dept. vehicles. On motion of Erickson, seconded by Clark, petition from merchants regarding downtown parking to be forwarded to Chamber of Commerce, Caltrans, Mariposa Town Planning for comment back to the Board; Board to schedule an Administrative Practices Session for discussion upon receipt of responses. On motion of Owings, seconded by Weber, Res. 79-153 was passed and adopted, approving Road Commissioner's step range to 219, October 1, 1979, based on completion of Probationary period.

Robert Borchard, Planner/Grantsman discussed Planning Office matters. On motion of Weber, seconded by Clark, Chairman authorized to sign Res. 79-126, as prepared by Planner/Grantsman, regarding conditions for approval of tentative maps.

On motion of Weber, seconded by Clark, Res. 79-154 was passed and adopted, appropriating $1,636 for County 1978-79 share of Central Calif. Health Systems Agency dues; monies had been previously budgeted in FY 78-79 budget, but billing not received during budget period.
On motion of Clark, seconded by Erickson, Claim for Damages of Lena Joan Kirsch vs County of Mariposa, et al denied pursuant to Government Code 912.6.

On motion of Clark, seconded by Weber, County Counsel appointed to represent Board as Director on the Excess Insurance Authority Board, and Board of Supervisors Chairman as the alternate.

P.G.&E. request for approval of an easement lease discussion to be continued with P.G.&E. representative present at meeting of 9/18/79.

Public hearing opened on M.P.U.D. request for an additional 93 cent tax rate to retire MPUD Voter approved sewer bonds pursuant to provisions of Proposition 13. On motion of Owings, seconded by Erickson, Res.79-155 was passed and adopted, approving additional 93 cent tax rate for MPUD property owners, and Auditor authorized to collect tax rate for MPUD.

Discussion took place on MPUD's metered usage schedule.

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

Public hearing opened in the Superior Court Room on the General Plan Amendments for RR and MH reclassifications of the Bootjack and Milpines areas, and amending language to the General Plan with respect to RR and MH classifications. Planner/Grantsmen presented proposed amendments to the General Plan. Public portion opened and public input received.

Motion by Owings, seconded by Clark, to schedule October 2, 1979, 7:30p.m. for continued public hearing on the General Plan Amendments withdrawn following Board discussion. On motion of Owings, seconded by Clark, continued public hearing scheduled for October 2, 1979, 7:30 p.m. on the General Plan Amendments. Prior to Public Hearing, Planning Commission to develop definitions on slope, water requirements, and "contiguous" for public hearing.

Petition received from homeowners on Grosjean Road concerning Stockton Creek watershed area to be forwarded to LRHSC and Special Investigator Ken Leach for comment back to the Board. Supervisor Weber to obtain name of petition spokesperson in order for Clerk to advise them of disposition of petition.

On motion of Clark, seconded by Owings, Chairman authorized to execute Statement of Assurances for Revenue Sharing Funds.

Supervisor Clark requested to be absent from October 15, 1979, Administrative Practices Session.

On motion of Clark, seconded by Owings, permission given to Supervisor Weber for personal travel outside of state on Thursday, September 13, 1979.

The Board adjourned at 5:15 p.m. to meet in Administrative Practices Session on Monday, September 17, 1979, 9:00 a.m.

ATTEST:

Joan J. Lyne
Clerk of the Board
The Board of Supervisors met this 17th day of September, 1979, at 9:15 a.m. in Administrative Practices Session with all supervisors present.

Discussion took place with the Task Force members with respect to the Area Agency on Aging designation, and the meeting which took place in San Andreas. Action to be taken by the Board at its meeting of Sept. 18, 1979, regarding the Task Force's recommendation for AAA designation to C.D.A.

The Board adjourned for lunch at 11:45 a.m. and reconvened at 1:30 p.m.

Board discussed proposed uses for the future Community Center. Supervisors Weber, Owings, Erickson to review proposed sites and make recommendation to the Board. Clerk to advertise and request citizen input on uses for Community Center. Clerk to request Chamber of Commerce, Mariposa Town Planning, and OEDP submit input to Planning Office within 30 days with respect to location and uses.

John Thomson spoke with Board regarding annual "low-cost" rabies clinics. John Thomson directed to develop a letter to Dr. Thomas on the Board's behalf requesting cost of rabies vaccination fees. October 16, 1979, 2:00 p.m. scheduled to discuss this matter further.

Following discussion with John Thomson regarding initiating a plot plan requirement for domestic well and septic permit applications, it was decided that County Counsel and John Thomson would review appropriate ordinances and amend accordingly for presentation to the Board.

Planner/Grantsman Robert Borchard discussed the Mariposa Basin "208" Plan.

The Board adjourned at 4:45 p.m. to meet in regular session on September 18, 1979, 9:00 a.m.

EUGENE P. DALTON, JR., Chairman
Board of Supervisors

ATTEST:

Joan J. Lynk
Clerk of the Board
The Board of Supervisors met this 18th day of September, 1979, at 9:15 a.m. in regular session with all Supervisors present.

The minutes of September 11, 1979, were approved.

On motion of Clark, seconded by Weber, the Consent Agenda was approved: Probation Dept. Crisis Counselor, Modesto, 10/22-24/79, training course re transactional analysis. CETA Counselor, 10/1-5/79, Decision for Placement workshop; requests 75 percent advance of estimated cost for trip-mileage/meals---$187.50. County Counsel, First Annual Conf. of RCRC, 9/26-28 Fort Bragg. Parks & Rec. Director, CSAC County Park/Rec Directors Assoc. mtg, 10/3-5/79, Fresno, with use of County car. Claims as presented by the Auditor:

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<th>Item</th>
<th>Amount</th>
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Acting as the Board of Directors Mariposa Parking District No. 1, Auditor Barbara Saye discussed surplus Parking Construction balance. On motion of Erickson, seconded by Weber, balance of $489.66 in Parking Construction to be transferred to Parking District Maintenance budget.

Supt. of Bldg. & Grounds Craig McDonald discussed the air conditioning unit in Hall of Records. Craig McDonald to review possibilities of repairing unit and secure informal bids.

On motion of Owings, seconded by Clark, Chairman authorized to sign Standard Agreement with Dept. of Social Services renewing the responsibility of the licensing worker for an additional year in the Welfare Dept.

On motion of Owings, seconded by Clark, Res. 79-156 was passed and adopted, transferring $2,853.18 from County Counsel, Greeley Hill anti-recession monies, to General Fund representing expended expenses incurred for Greeley Hill project.
On motion of Owings, seconded by Clark, Res. 79-157 was passed and adopted, budget transfers: $100 from Welfare Budget line item 25 (transportation) to line item 23 (Special Department allocation); $7,810 from Assessor's Assessment Clerk position to extra help position; $2,853.18 to County Counsel Profession and Spec. Services for monies expended on Greeley Hill project.

On motion of Weber, seconded by Clark, on recommendation of Assessor, State Board of Equalization to be invited to meet with the Board and staff to discuss property taxes in light of recent tax legislation.

On motion of Clark, seconded by Owings, Reno Ferrero appointed to serve on the Midpines Town Planning Advisory Committee.

On motion of Owings, seconded by Weber, Clerk to publish notice of Board of Supervisors' cancelled meeting for September 25, 1979.

Discussion on AAA Designation to Calif. Dept. of Aging took place. Motion made by Clark to uphold Task Force recommendation to submit CSEA and CSAA for AAA Designation to Dept. of Aging withdrawn for further discussion. On motion of Clark, seconded by Weber, Board upholds Task Force's recommendation to submit names of CSEA and CSAA for Area Agency on Aging designation to Calif. Dept. of Aging, contingent upon CSAA becoming an entity and offering an equal representation for all counties involved, and approval of the CSEA method of selection of a governing Board.

Road Commissioner William Lincoln discussed Road Dept. matters. On motion of Erickson, seconded by Weber, public hearing set for Oct. 9, 1979, 10:00a.m., to discuss loading zone designation on 5th Street. Clerk to request input from Chamber of Commerce, Mariposa Town Planning, Sheriff and Planning Commission with respect to loading zone designation. Culvert bids opened. On motion of Clark, seconded by Weber, culvert bids turned over to Road Commissioner for review and recommendation to the Board. Absent: Owings. On motion of Clark, seconded by Weber, Res. 79-158 was passed and adopted, amending Salary Res. 79-108 to include Engineering Technician IV, Engineering Technician II, and Account Clerk III (50%) positions per Road Commissioner's letter.

Robert Borchard Planner/Grantsman discussed Planning Office matters. Acting as the Coulterville County Service Area No. 1 Board of Directors, on motion of Clark, seconded by Weber, billings from Moldenhauer-Bennett for Coulterville Wastewater Construction, $2,379.15, and Coulterville Procedures Manuals, $112.50, approved.

Rita Kidd read into the record her testimony given at a public hearing before the State Water Resources Control Board. Discussion ensued with Mr. Craddock of the Dept. of Conservation and citizens living in the watershed area regarding erosion control measures. Board to discuss erosion control measures with County Engineer William Lincoln this afternoon.

Mr. O'Bannon, P.C.& E. discussed easement agreement presented to the Board for approval which would allow P.G. & E. to place one additional power pole on County property until 1981 to facilitate tie lines to substations. On motion of Weber, seconded by Erickson, Chairman authorized to execute easement agreement with P.G.& E. and Auditor authorized to record same. Absent: Dalton, Clark.

On motion of Erickson, seconded by Owings, Chairman authorized to execute Subdivision Agreement for Unit 1, Buckeye Ranch Estates Major Subdivision and Auditor authorized to record same. Absent: Clark.

The Board adjourned for lunch at 12:10 p.m. and reconvened at 2:00 p.m., following the Water Agency meeting.
On motion of Clark, seconded by Erickson, on recommendation of Road Commissioner, culvert bid from Pittsburgh-Des Moines Steel Co. in the amount of $14,345.61 accepted.

Public hearing opened to consider extending/amending Interim Emergency Zoning Ord. 515, regulating use of land and establishing development standards in the Community of Coulterville. Planner/Grantsman requested an extension of Ord. 515 until Community Planning Committee adopts and zoning ordinance implemented. Public input called for; none received. Public portion closed. On motion of Weber, seconded by Clark, Interim Emergency Zoning Ord. 523, as amended, was passed and adopted, extending Ord. 515 for an additional eight months.

On motion of Owings, seconded by Erickson, Resolution 79-160 was passed and adopted, establishing copy charges and tape duplication charges.

On motion of Owings, seconded by Erickson, minutes of August 21, 1979, were amended to place Agricultural Inspector II Cathi Parker in Step 2 of approved range effective August 21, 1979.

On motion of Erickson, seconded by Owings, Chairman authorized to sign Blood/Breath Alcohol Analysis Program Agreement with State Bureau of Forensic Services.

Letter from Walter Schnyder referencing County's policy of salvaging metal to be referred to Special Districts Manager for reply.

Letter to be written to Kingsview requesting disposition of Alcoholism Services position replacement.

Special Investigator Ken Leach was introduced to the Board.

Additional discussion ensued on Area Agency on Aging designation. On motion of Weber, seconded by Owings, motion of this date made by Clark, seconded by Weber, to uphold Task Force's recommendation to submit names of CSEA and CSAA for Area Agency on Aging designation to CDA rescinded; Board to submit name of Central Sierra Elderly Assistance to CDA for approval of Area Agency on Aging designation, conditionally based on CSEA's method of selection of a governing Board. No: Clark

Public hearing opened to consider extending Interim Emergency Ord. 497, permit procedure ordinance for community planning areas. Planner/Grantsman spoke on behalf of extending Ord. 497. Public input called for; none received; public portion closed. On motion of Clark, seconded by Owings, Interim Emergency Ord. 524, as amended, was passed and adopted, extending Ord. 497 an additional eight months.

On motion of Weber, seconded by Erickson, Ord. 523, regulating use of land and establishing development standards in Community of Coulterville to be in effect for eight months.

County Engineer and Planner/Grantsman discussed engineering plans for the Watershed area. Supervisor Weber to initiate a committee composed of Bob Borchard, Bill Lincoln, Reno Ferrero, and Micky Dignon to meet with residents of watershed area to aid in resolving erosion problems.

Bob Power discussed Civil Defense matters with the Board. County Counsel to review proposed ordinance submitted by the Office of Emergency Services as an update to County Ordinance 154 relating to disasters. Further discussion to take place at October 2, 1979, meeting.
On motion of Owings, seconded by Weber, travel approved for Bethanne Dowlan, 9/20/79, Sacramento, to attend bi-monthly CETA Managers meeting.

At Board's meeting of August 28, 1979, vote on motion made by Clark, seconded by Owings, to authorize Chairman to sign agreement with Red Cross for use of County Buildings was held in abeyance pending discussion with Robert Power. Following discussion with Mr. Power, vote was taken on August 28, 1979 motion and passed unanimously.

On motion of Owings, seconded by Weber, Board to adjourn to meet in regular session on September 25, 1979, at 9:00 p.m. to discuss urgent matters and then to adjourn the meeting by 10:00 a.m.

On motion of Owings, seconded by Erickson, Res. 79-161 was passed and adopted, adjourning the meeting in memory of Colonel MacReady.

EUGENE P. DALTON, JR., Chairman
Board of Supervisors

ATTEST:

Joan J. Lynk
Clerk of the Board
September 17, 1979

The Honorable Gene Dalton, Chairman and Board Members
Mariposa County Board of Supervisors
Mariposa, Ca. 95338

Gentlemen:

The Standard Agreement between Mariposa County and the State Department of Social Services renews the responsibility of the licensing worker in our department for another year.

As explained in the cover letter from DSS five copies require the signature of an authorized individual. A copy of the Resolution or Minute order must also be submitted.

Due to the illness of a very close friend I am taking three days vacation time in order to assist the family and will not be present for the meeting as planned.

If you have any questions regarding the Standard Agreement please contact Arlin Baldwin, Social Worker/Licensing Worker in our department.

Thank you for your cooperation.

Sincerely,

Lois Lewis, Director
Mariposa County Dept. of Social Welfare
September 5, 1979

Mrs. Lois Lewis, Director
Mariposa County Department of
Social Welfare
County Office Building
9th and Highway 140
P.O. Box 7
Marioposa, CA 95338

Dear Mrs. Lewis:

Attached are copies of the 1979/80 Fiscal Year contract between the Department of Social Services and your county for Community Care Licensing. Please have each of the five copies signed by an authorized individual and return all of them, along with a Resolution or Minute Order from the Board of Supervisors, to this office by October 2, 1979. You will receive a fully executed copy when the contract is completed.

We regret that it was not possible to transmit the contract for signature earlier. However, it was necessary to await the most current and accurate data before computing the allocations.

The facility types listed in this contract include Facilities Information System (FIS) codes. We would like to encourage the use of these codes whenever the facility types are referenced in future communications. In addition, please note that the facility category entitled, "Small Family Home Children" has been changed to "Foster Family Home" to comply with the recent regulation change.

If you have any questions regarding the program content of this contract, please contact David Judd at (916) 323-1239. All other questions regarding the contract should be directed to me at (916) 322-8720.

Sincerely,

Jim Rhoads
Contract Officer
Contracts Bureau

Attachment
STANDARD AGREEMENT

STATE OF CALIFORNIA
BAD. 2, REV. 1975

THIS AGREEMENT, made and entered into this 1st day of July, 1972, in the State of California, by and between State of California, through its duly elected or appointed qualified and acting

Title of Officer Acting for State
Chief, Staff Services Br.

Agency
Department of Social Services

Number
19460

Hereinafter called the State and Mariposa County hereinafter called the Contractor.

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

The Department of Social Services hereinafter referred to as DSS and the County of Mariposa, hereinafter referred to as County, enter into this Agreement, pursuant to Section 1511 of the Health and Safety Code for the purpose of establishing the County as the entity responsible for performing licensing functions for DSS with respect to specified types of community care facilities which are located within the geographical area of the county.

1. The County shall:

A. Perform the mandatory licensing functions described in Attachment 1, which is attached hereto and incorporated in this contract as though it were fully set forth hereinafter, for all community care facilities within geographic area of the counties which are subject to licensing under DSS regulations relating to the following community care facility categories:

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

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

STATE OF CALIFORNIA

Department of Social Services

AGENCY

Mariposa County

CONTRACTOR

BY (AUTHORIZED SIGNATURE)

TITLE
Chairman, Mariposa Co. Board of Supervisors

ADDRESS
P. O. Box 384 - Mariposa, Ca. 95330

CONTRACTOR IF OTHER THAN AN INDIVIDUAL, STATE QUOTATION INFORMATION ENTERED CONTRACT, ETC.

Department of General Services

Use ONLY

CONTINUE ON SHEETS EACH Bearing NAME OF CONTRACTOR

AMOUNT ENCumberED $ 6,039.00

APPROPRIATION

UNENCUMBERED BALANCE

S

INITIAL INCREASING ENCUMBRANCE

S

INITIAL DECREASING ENCUMBRANCE

S

SOC. NO.

T.B.A. NO.

1ST ITEMALLOCATION

SIGNATURE OF ACCOUNTING OFFICER

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

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY DATE

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1299 have been complied with and this document is exempt from review by the Department of Finance:

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY DATE
Foster Family Home
Small Family Home Adults
Family Day Care

B. Implement, enforce, and comply with all laws, rules, regulations, standards, and policies of DSS pertaining to the licensing of the categories of facilities specified in paragraph IA.

C. Implement and comply with all procedures established by DSS including, but not limited to, procedures relating to the use of specified forms, procedures relating to the reporting of licensing statistics or information and procedures directed toward correcting deficiencies in the county's compliance with the duties described in paragraphs IA and IB.

D. Furnish the necessary accommodations, materials and equipment to perform the duties described in paragraphs IA, IB and IC.

E. Employ and train staff of adequate number and qualifications to perform the duties described in paragraphs IA, IB and IC.

F. Permit DSS to inspect, review or otherwise monitor all activities, procedures, records, reports or forms related to the performance of the duties described in paragraphs IA, IB and IC.

G. Communicate and cooperate with DSS District Offices, as necessary, to implement and enforce the requirements, in IA, IB, and IC above, for a licensee who operates separate state-licensed and county-licensed facilities and/or a licensee, currently licensed by the County, who is applying for a state-licensed facility category. Communication includes, but is not limited to, consultation with DSS staff and DSS access to County licensing records.

II. DSS shall:

A. Provide to the county copies of all regulations, policies, procedures and forms related to the duties of the County described in paragraphs IA, IB and IC.

B. Assist the County in training the staff described in paragraph IE.

C. Reimburse the County for the administrative expenditures incurred in the performance of the duties described in paragraph IA. Reimbursement shall be made, in arrears, at the end of each quarter upon submission of the forms specified by DSS. For the period July 1, 1979 through June 30, 1980, the total amount payable to the county under this contract shall not exceed $6,393.00.

In executing this Agreement, the county understands that the State reimbursement is funded exclusively from funds appropriated in Item 287 of the Budget Act of 1979. No funds for reimbursement under this contract shall be derived from any other source, including funds allocated as Title XX Other Social Services.
D. Retain the right to perform any or all of the duties described in paragraph IA with respect to any community care facility in which the safety, physical or mental health, or financial security of the residents appears to be threatened. DSS will advise the county of any action taken pursuant to this paragraph.

III. General Provisions

A. This contract shall be effective July 1, 1979 and shall terminate on June 30, 1980, except that, at the option of DSS, this contract shall be extended for a period ending 90 days after the county notifies DSS in writing that it intends not to continue its licensing activities with respect to the community care facilities specified in paragraph IA. In the event that this contract is extended pursuant to this paragraph, reimbursement of county administrative expenditures shall be limited to actual expenditures not to exceed one three hundred and sixty-fifth (1/365) of the amount specified in paragraph IIC for each day of the extension.

B. It is mutually agreed that if the Budget Act of 1979 does not appropriate sufficient funds for the program, this contract shall be invalid and of no further force and effect. In this event, DSS shall have no liability to pay any funds whatsoever to the county, or to furnish any other considerations under this contract and the county shall not be obligated to perform any provisions of this Agreement.

C. In order to avoid any conflict of interest, it is mutually agreed that DSS will perform all licensing activities for any facility specified in Paragraph IA which is owned wholly or in part by the county or by:

- All employees of the county probation department.

- All county welfare department employees in units responsible for licensing of community care facilities, placement of children or adults in community care facilities, protective services to children or adults in community care facilities, or social service casework to children or adults in community care facilities.

- Any individual employees of other county departments who personally perform social services casework or placement services for children or adults in community care facilities.

- Any other county employee/licensee who will be involved in an adjudicated adverse action (suspension, revocation, or denial of licensure which will be contested), against the license of such employee/licensee.

- All elected or appointed county executives, including members of the Board of Supervisors and department heads.

- Any county employee whose status as a licensee results in a recommendation, by the county counsel, to the State Department of Social Services, that a conflict of interest may exist and whose status is found by the State Department of Social Services, Client Protection Services Branch (CPSB), to result in a conflict of interest.
COMMUNITY CARE PROGRAM ACTIVITIES

1. PRE-APPLICATION

1. The response to inquiries from persons desiring information about licensing.

2. The preparation, scheduling and completion of group/individual orientation meetings to discuss:
   a. The law and regulations governing the licensing of community care facilities;
   b. The application process;
   c. The roles and responsibilities of the licensing, placement and other agencies involved in licensing and operation of community care facilities; and
   d. The rights and responsibilities of the applicant.

3. The in-office screening of applicants.

2. APPLICATION

1. The provision of applications, forms, and program information to potential applicants.

2. The preparation of case files for new applicants or review of the case files of previously licensed applicants.

3. The receipt of a written application and supporting documents from applicants.

4. The receipt of verifying documents per regulations, including but not limited to:
   a. Fingerprinting clearances;
   b. Character and financial references; and
   c. Fire, medical, and sanitation clearances.

5. A site visit(s) to determine that the physical plant complies with regulations.

6. Interview(s) with the applicant to discuss:
   a. The legal requirements for licensing;
   b. The application process and required forms;
5. **INVESTIGATION OF COMPLAINTS**

1. The receipt of the complaint.

2. A review of the case file to determine the facility’s history of compliance with regulations.

3. Interviews with appropriate agencies or individuals to determine the facts.

4. The completion of a site inspection(s) visit within 10 days to:
   a. Verify the legitimacy of the complaint;
   b. Identify regulation deficiencies; and
   c. Notify the licensee, in writing, of verified complaint allegations and findings.

5. The development of a written corrective action plan.

6. Communication with placement agencies, parents, family, neighbors, or other parties, as well as the licensee, to notify them of the complaint or obtain substantiating evidence.

7. The documentation of all findings, identified deficiencies, corrective action plans, and evidence developed during the investigation.

8. Utilization of the above as they relate to unlicensed facilities.

6. **LEGAL AND ADMINISTRATIVE REMEDIES**

1. The completion of informal conferences to discuss serious problems or the lack of implementation of corrective action plans, and the intention of the licensing agency to deny (or revoke) the application (license) if deficiencies are not corrected.

2. Notification to the Department of Social Services, Client Protection Services Branch, of the intent to deny the application or to revoke the license.

3. The preparation of the request for legal action and supporting materials as required by the State Department, local district attorney or Attorney General.

4. Appearances at formal/informal hearings and all court actions regarding these matters.

5. Assessment of civil penalties against facilities as appropriate.

7. **OTHER LICENSING ACTIVITIES**

1. The publication and distribution of a list(s) of licensed facilities.

2. The maintenance and purging of case files which document all significant actions, findings, and communication relating to the licensing of each facility.

3. The compilation, review and reporting of data required for state and local data systems.

4. The training of staff in operation of the licensing program.
Fair Employment Practices

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

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

Civil Rights

1. Pursuant to state and federal law, the Contractor shall provide all services, financial aid and benefits without regard to race, color, national origin, political affiliation, religion, marital status, or sex.

2. Pursuant to Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), the Contractor agrees that no otherwise qualified handicapped individual shall be denied the benefits of, or be subjected to discrimination in the performance of this contract.

Remedies for Willful Violation

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

2. For willful violation of the Fair Employment Practices/Civil Rights provisions, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services heretofore shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.
SUBDIVISION AGREEMENT
FOR
UNIT 1, BUCKEYE RANCH ESTATES MAJOR SUBDIVISION

THIS AGREEMENT, entered into this ____ day of August, 1979, by and between the BOARD OF SUPERVISORS OF THE COUNTY OF MARIPOSA, State of California, hereinafter referred to as "COUNTY", and GEORGE, GREENAMYER, GORDON GREENAMYER, EDWIN GREENAMYER, AND DARRYL GREENAMYER, DBA BUCKEYE RANCH ESTATES, of Mariposa, California, hereinafter referred to as "PRINCIPAL".

W I T N E S S E T H:

WHEREAS, Chapter 16 of the Mariposa County Code and the Subdivision Map Act of the State of California require that if the work of improvement required in a subdivision is not completed prior to the acceptance of a subdivision map thereof, the owner of the subdivision shall enter into an agreement with the Board of Supervisors to complete the work of improvement as required by COUNTY under said ordinance Code and applicable State and local laws and regulations, in consideration of the acceptance of said final subdivision map by said Board; and

WHEREAS, said Mariposa County Code and the Subdivision Map Act require that said agreement be secured by improvement security in a penal sum, not to exceed the estimated cost of the improvement, for faithful performance of the agreement and for securing payment of labor and material claims; and

WHEREAS, the parties understand that a work of improvement in the above subdivision consisting of road pavement is required and has not been completed; and

///
WHEREAS, the parties desire to enter into such an agree-
ment;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY agrees to approve the Final Map of the sub-
division, when accepted and approved by the Road Commissioner and
when presented to COUNTY by PRINCIPAL and designated "Unit I of
Buckeye Ranch Estates", and to accept on behalf of the public all
road rights-of-way and easements lying within Unit I, as shown on
said map, together with a Grant Deed from one Larry James to
COUNTY covering that portion of the road right-of-way under the
ownership of James at the point where Buckeye Ranch Estates road
intersects with Burl Drive as shown on said Map, offered for dedi-
cation in accordance with the conditions set forth in Mariposa
County Planning Commission Resolution No. 79-014, attached hereto
as Exhibit "C". The portion of Burl Drive and its location, in-
cluding the portion to be deeded by James, is more particularly
described in Exhibits "A" and "B" attached hereto.

2. In consideration thereof, PRINCIPAL agrees to the
following:

a. Prior to the presentation of the Map for recordation,
   construct and complete that portion of Burl Drive within
   Unit I to Class IV road standards.

b. To follow the Mariposa County Road Department guideline
   summary of major subdivision requirements and regula-
tions that relate to the Mariposa County Road Department
   memorandum, including compliance with the improvement
   security provisions and inspection fee provisions there-
in contained, dated August 22, 1979, and attached here-
   to as Exhibit "D".

c. To provide the improvement security delineated in
   Exhibit "D" and to guarantee all work of improvement in-
   cluding paving for one year after final approval of
   same by said Road Department.
d. To complete the pavement of said portion of Burl Drive within Unit I within twelve months from the date of recordation of the Map; this requirement shall be in addition to the requirement of Planning Commission Resolution No. 79-014 which provides for the paving of the easement road as a condition of approval for subsequent units.

e. To complete all improvements in compliance with Mariposa County Codes and in compliance with all applicable State laws and regulations and ordinances and regulations of Mariposa County.

3. Upon satisfactory completion of all improvements required under this Agreement in accordance with all applicable laws, ordinances, rules, and regulations of the State of California and the County of Mariposa, COUNTY agrees to accept for maintenance the work of road improvements within the dedicated parcels shown on said Final Subdivision Map subject to the provisions of Section 5 hereof. PRINCIPAL understands and agrees that approval of the road improvement plans by the County of Mariposa and its authorized officers, agents, and servants does not relieve PRINCIPAL of the responsibility for the correction of errors or omissions that may be contained in the improvement plans. If, during the course of construction of the improvements, the public interest requires a modification of these improvement plans, the County Engineer or County Road Commissioner shall have the authority to require such modification or departure and may specify the manner in which the same is to be made.

4. PRINCIPAL shall give advance notice to the Road Commissioner and the County Surveyor of the date of commencement of the work of improvements, and of the proposed construction of the same, and shall cooperate with the Road Commissioner and

///
County Surveyor to the end that said improvements are inspected
by COUNTY during construction.

5. PRINCIPAL agrees to remedy any defects in the im-
provement arising from faulty or defective materials or construc-
tion of said improvements occurring within twelve months after
acceptance thereof.

6. PRINCIPAL covenants to defend, indemnify, and hold
harmless COUNTY from any and all loss, damage, or liability re-
sulting from PRINCIPAL'S performance or non-performance of this
Agreement, or from PRINCIPAL'S negligence of PRINCIPAL'S agents,
servants, and employees.

7. If the construction of the work or improvement
should be delayed without fault of PRINCIPAL, the time for the
completion thereof may be extended by COUNTY for such period of
time as COUNTY may deem reasonable.

8. PRINCIPAL shall obtain and file with COUNTY a good
and sufficient improvement security in favor of COUNTY and in
form approved by COUNTY securing the faithful performance by
PRINCIPAL of the work of road improvement required and of the
provisions of this Agreement with regard thereto, including the
provision for paving, in the penal sum of FIFTEEN THOUSAND

DOLLARS

($15,000.00).

The improvement security shall be an improvement security as de-
ined in Government Code §66499(2), to wit: A cash deposit or
deposits made with COUNTY. The funds designated by the instru-
ment shall become trust funds for the purposes set forth in the
instrument. Such improvement security shall also cover the matter
specified in Government Code §§66499 et seq., to wit:
(a) Performance of the work covered by this Agreement; (b) performance of any changes or alterations in such work, provided, that all such changes or alterations do not exceed ten percent of the original estimated cost of the improvement; and (c) the maintenance of the work for a period of one year following the completion and acceptance thereof against any defective work or labor done, or defective materials furnished, in the performance of the contract with COUNTY; the provisions of Government Code §§66499 et seq. shall apply to the improvement security.

9. The $15,000.00 cash deposit for the paving shall be paid to COUNTY as follows:

a. One-sixth on close of escrow upon sale of Lot 6.
b. One-sixth on close of escrow upon sale of Lot 11.
c. One-sixth on close of escrow upon sale of Lot 10.
d. One-sixth on close of escrow upon sale of Lot 9.
e. One-sixth on close of escrow upon sale of Lot 8.
f. One-sixth on close of escrow upon sale of Lot 7.

10. The procurement and delivery of said improvement security in accordance with the terms herein shall be a condition precedent to the approval of the Final Subdivision Map and to the promises of COUNTY herein.

11. In respect to the cash deposit on the paving in lieu of surety bond, PRINCIPAL may request the Road Commissioner of COUNTY to inspect the road work as it progresses. If the work performed is found to be in accordance with the requirements of COUNTY, it may be accepted as it progresses, and a partial refund of the cash deposit as the work accepted appears to the total work to be done. No refund in excess of 85 percent of the total work to be done.
amount of the deposit shall be made until all the work has been
completed and accepted. The determination of the County Road
Commissioner as to the amount of work done and the amount of re-
fund to be paid shall be final and conclusive. Any other improve-
ment security provided pursuant to this Agreement or County ordi-
nance or regulation may be released as the work progresses and is
accepted in the same manner and under the same conditions as the
cash deposit may be refunded. When the work of road improvement
is accepted, not less than five percent of the improvement
security shall remain in effect to guarantee the faithful perform-
ance of the provisions of §5 and other provisions of this
Agreement relating to changes or alterations and maintenance of
the work for a period of one year following completion and accept-
ance thereof.

12. Any extension of time hereunder shall not operate
to release the surety on any bond filed pursuant to this
Agreement, and, in this connection, the surety on each such bond
agrees to waive the provisions of §2819 of the Civil Code of the
State of California. Any extension of time hereunder shall not
operate to release any cash deposit or any financial institution
which has given an instruement of credit as security under this
Agreement.

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

COUNTY OF MARIPOSA

By

EUGENE P. DALTON, JR., Chairman
Board of Supervisors
APPROVED AS TO FORM.

NEIL B. VAN WINKLE
County Counsel/Administrative
Assistant to the Board
DATED: ______________________

ATTEST:

JOAN LYNK, Clerk of the Board

BUCKEYE RANCH ESTATES
P. O. Box 16
Mariposa, California 95338

By ____________________________
GEORGE GREENAMYER, Individually

By ____________________________
GORDON GREENAMYER, Individually

By ____________________________
EDWIN GREENAMYER, Individually

By ____________________________
DARYL GREENAMYER, Individually
Ralph J. Campbell, District Attorney
Mariposa County District Attorney’s Office
Courthouse
Mariposa, CA 95338

Re: Bureau of Forensic Services Blood/Breath Alcohol Analysis Program

Dear Mr. Campbell:

During the first six months of this calendar year the Bureau of Forensic Services (formerly the Investigative Services Branch) provided blood and breath alcohol analyses for your county. In most cases, the process was formalized with a written contract which the Bureau found cumbersome to implement. As a consequence, we have investigated alternative means of implementing this procedure with the conclusion that a contract is not necessary unless your county requires such a document for billing purposes. We now recommend any simplified procedure if that is agreeable with your county administrators. The procedure could be handled by a purchase order, a letter of agreement, or a formal contract, if deemed necessary, by your county. We have attached a sample copy of a formal contract for your convenience should you desire to follow that procedure. If the contract is decided on by your county, it must be approved and signed by the Chairman of your Board of Supervisors and supported by a Board of Supervisors motion or resolution indicating that it was approved by a majority of the board. Should the purchase order or letter of agreement process be acceptable, our staff will work out individual details with your designated representatives.

After making adjustments for increased salary and wage costs our new rate for each analysis is $20.00. We apologize for the delay in providing this information to you, however, the delay in the enactment of the State budget until middle of July made it impossible to enter new salary and wage costs into our analyses rate until the first of August. This delay has in no way affected our services to your county nor will it affect the service in the future. Rest assured, we are most anxious to establish a satisfactory billing procedure with your county regarding these analyses. We would appreciate it if you would consult with your county administrative office and county counsel to determine which procedure will be the best for you to follow and inform us accordingly.
We continue to expect to be able to offer the analyses for drugs other than alcohol and blood and urine starting in early 1980. When this service becomes available the rate per subject tested will not increase over that agreed upon during this current fiscal year.

Should you have any questions on this proposal, please contact Don Armstrong at (916) 322-3224.

Sincerely,

ROBERT W. DRAKE, Chief
Bureau of Forensic Services

RWD:ph
This agreement is entered into this first day of July, 1979, by and between the State of California, Department of Justice, and the undersigned county of the State of California.

Pursuant to Section 11050.5 of the California Penal Code, the parties agree as follows: The Department of Justice (hereafter referred to as the DOJ) agrees to provide blood alcohol services for the contracting county. Services will be provided by the Forensic Alcohol Laboratories of the Bureau of Forensic Services, Department of Justice. Services as defined will be provided at the cost of $20.00 per subject tested for the current fiscal year.

Services defined:

1. Laboratory analysis of blood and urine samples for alcohol. The cost of drug analysis in addition to alcohol, when available, will be included as part of the uniform fee charged per subject tested.

2. Upon request, blood and urine sample containers, envelopes and mailers as normally provided by DOJ.

3. Administrative and logical support of field breath alcohol tests utilizing the INTOXILYZER breath instrument including all associated accessories and supplies.

4. Provide and maintain INTOXILYZER breath test instruments at established locations and new locations as caseload warrants. This service includes complete instrument repair services as required for all DOJ INTOXILYZERS.

5. Consultation and expert testimony on the technical aspects of all analyses performed including the interpretation of the results relative to driving impairment on cases analyzed by DOJ.

6. Training and retraining of certified breath test (INTOXILYZER) operators to establish and maintain their proficiency as required by Title 17, Administrative Code Regulations.

7. Upon request, and as appropriate, provide legal counsel from Attorney General's staff in problems related to DUI enforcement.

Upon completion of the aforementioned services, the contracting county agrees to pay the Department of Justice the amount of $20.00 for each subject tested for alcohol and/or drugs in their county, or a city within their county, by the Department of Justice. This payment is to be made on a monthly basis.

The Department of Justice agrees to provide to the contracting county a monthly statement for billing purposes. The statement will be sent to the following county administrative office:

Name: Office of the District Attorney
Address: P. O. Box 965
City/State: Mariposa, California 95338

The Department of Justice agrees to provide upon request by the contracting county an itemized accounting of the specific testing services performed.

County payments for services must be returned to the California Department of Justice, Reimbursement Management, 1315 5th Street, Sacramento, California, 95819.

The period of this agreement is July 1, 1979, through June 30, 1980.
State of California  
Department of Justice

County of Mariposa  
State of California

Authorized Signature  Date
EUGENE P. DALTON, JR., Chairman  
Board of Supervisors

Title

Title

County of Mariposa  
Board of Supervisors

APPROVED AS TO FORM:

NEIL B. VAN WINKLE  
County Counsel/Administrative Assistant to the Board

DATED:

ATTEST:

Joan J. Lynk, Clerk of the Board
Neil B. Van Winkle  
County Counsel/Administrative Assistant to the Board  
P. O. Box 1155  
Mariposa, California 95338  

Re: State Forensic Services  

Dear Neil:  

This office recommends that the County follow the formal contract proposal with the Bureau of Forensic Services.  

If anything further is required from us in regard to the contract, please feel free to contact us again.  

Yours very truly,  

J. B. ECKERSON  
District Attorney
RED CROSS FACILITIES USE AGREEMENT

This agreement made this ________________ day of ________________, 19__________

by and between the governing body of the MC CAY HALL OF CATHEY'S VALLEY

of MARIPOSA County, California, hereinafter referred to as "Licensor", and the Merced/Mariposa Counties Chapter of the American Red Cross, hereinafter referred to as "Red Cross".

WHEREAS, Licensor is the owner of certain buildings, grounds, and equipment located within the County of MARIPOSA and located at Hwy 140, Cathey's Valley, CA

WHEREAS, pursuant to the terms of federal statutes, the Red Cross conducts relief and rehabilitation activities on behalf of individual and family victims of natural disasters;

WHEREAS, Licensor is authorized to permit Red Cross to use buildings, grounds, and equipment as hereinabove described for mass care shelters required in the conduct of Red Cross disaster relief activities, and Licensor wishes to cooperate by affording to Red Cross the use of said buildings, grounds, and equipment for such purposes;

WHEREAS, the parties hereto mutually desire to reach an understanding that will result in the making of the aforesaid facilities of Licensor available to the Red Cross for the aforesaid use;

NOW THEREFORE, it is agreed as follows:

1. Licensor grants to the Red Cross, to the extent of its ability, and upon request of the Red Cross, the use of its buildings, grounds, and equipment as mass shelters for the victims of natural disasters.

2. The Red Cross shall exercise reasonable care and diligence in the conduct of its activities upon such buildings, grounds and equipment and further agrees to replace or reimburse, within a reasonable time, Licensor for any food, supplies, or other expendable items of property which may be used by the Red Cross in the conduct of its relief activities upon said buildings and grounds.

3. This agreement is terminable at will.

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

__________________________
Licensor

__________________________
Chairman, Merced/Mariposa Counties Chapter
AMERICAN RED CROSS
The Board of Supervisors met this 25th day of September, 1979, at 9 a.m. with Supervisors Dalton, Clark, Weber, and Owings present. Supervisor Erickson previously excused.

The minutes of September 17 and 18, 1979, were approved.

Supervisor Dalton submitted to the Commission on Aging survey results given to him by C. Deutsch.

The Board adjourned to meet at noon for further business.

John Thomson discussed MCAB public hearing. On motion of Clark, seconded by Owings, public hearing scheduled for November 20, 1979, 2:00 p.m. on MCAB-Air Resources review rule.

On motion of Owings, seconded by Clark, County Counsel authorized to proceed with contacting the County's insurance carriers and hiring outside counsel Andrew Jones of Chinello, Chinello, Shelton, and Auchard of Fresno for the named defendants in the matter of Bailey Et Al vs Dalton Et Al, pursuant to Government Code Sections 995-996.6.

Discussion was considered on giving County Counsel authority to proceed with the hiring of legal defense in the defense of the Grand Jury accusations pending in the Superior Court; discussion continued to Board's meeting of October 2, 1979.

Supervisor Clark left meeting unexcused.

Board adjourned to meet in continued session at approximately 4:30 p.m.

Board met in continued session at 5:00 p.m. with Supervisors Dalton, Weber, Owings, and Erickson present. Supervisor Clark absent.

Discussion ensued with respect to Board's meetings of October 1 and 2, 1979.

The Board adjourned to meet in Administrative Practices Session Monday, October 1, 1979, at 2:00 p.m.

EUGENE P. DALTON, JR., Chairman
Chairman of the Board

ATTEST:

Joan J. Lynk
Clerk of the Board
SUBDIVISION AGREEMENT

FOR

BRIDGEPORT OAKS SUBDIVISION,
A MAJOR SUBDIVISION

THIS AGREEMENT, entered into this _____ day of
September, 1979, by and between the BOARD OF SUPERVISORS OF THE
COUNTY OF MARIPOSA, State of California, hereinafter referred to
as "COUNTY", and GEORGE STRATHEARN AND DOUGLAS STRATHEARN, DBA
STRATHEARN BROTHERS, DBA BRIDGEPORT OAKS SUBDIVISION, of Mariposa,
California, hereinafter referred to as "PRINCIPAL".

W I T N E S S E T H:

WHEREAS, Chapter 16 of the Mariposa County Code and the
Subdivision Map Act of the State of California require that if
the work of improvement required in a subdivision is not completed
prior to the acceptance of a final subdivision map thereof, the
owner of the subdivision shall enter into an agreement with the
Board of Supervisors to complete the work of improvement as re-
quired by COUNTY under said ordinance Code and applicable State
and local laws and regulations, in consideration of the accept-
ance of said final subdivision map by said Board; and

WHEREAS, said Mariposa County Code and the Subdivision
Map Act require that said agreement be secured by improvement
security in a penal sum, not to exceed the estimated cost of the
improvement, for faithful performance of the agreement and for
securing payment of labor and material claims; and

WHEREAS, the parties understand that a work of improve-
ment in the above subdivision consisting of road construction is
required and will be completed prior to the recordation of the
Final Map, thereby precluding the requirement for the improvement security; and

WHEREAS, the Mariposa County Planning Commission has adopted Resolution No. 79-16 approving Bridgeport Oaks Subdivision subject to specific Findings of Fact/Conditions of Approval; and

WHEREAS, the parties desire to enter into such an agreement;

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. COUNTY agrees to approve the Final Map of the Subdivision, when the road improvements are completed and when accepted and approved by the Road Commissioner and when presented to COUNTY by PRINCIPAL and designated "Bridgeport Oaks Subdivision", and to accept on behalf of the public all road rights-of-way and easements lying within Bridgeport Oaks Subdivision as shown on said map, offered for dedication in accordance with the conditions set forth in Mariposa County Planning Commission Resolution No. 79-16, attached hereto as Exhibit "A"; said acceptance of the road rights-of-way dedication by the County of Mariposa shall be subject to the provisions of §2f hereinbelow set out, wherein all road maintenance on the Subdivision roads shall be the responsibility of the Bridgeport Oaks Road Maintenance Association.

2. In consideration thereof, PRINCIPAL agrees to the following:

a. Prior to the presentation of the map for recordation, construct and complete all easement roads within the Subdivision to Class IV road standards with the application of a penetrating oil and material to eliminate the dust hazard.
b. To follow the Mariposa County Road Department guideline summary of major subdivision requirements and regulations that relate to the Mariposa County Road Department as delineated in the Mariposa County Road Department memorandum, including compliance with the improvement security provisions (where applicable) and inspection fee provisions therein contained, dated August 22, 1979, and attached hereto as Exhibit "B".

c. To provide the improvement security (where applicable) delineated in Exhibit "B" and to guarantee all work of improvement including dust control for one year after final approval of same by said Road Department.

d. To complete the construction of the easement road under the supervision of the Mariposa County Road Department including all necessary erosion control measures.

e. To complete all improvements in compliance with Mariposa County Codes and in compliance with all applicable state laws and regulations and Mariposa County ordinances and regulations.

f. To comply with the Findings/Conditions of Planning Commission Resolution No. 79-16, including the finalization and implementation of the Bridgeport Oaks Road Maintenance Association, which said Association shall have the responsibility for all road maintenance within said Subdivision.

3. Upon satisfactory completion of all improvements required under this Agreement in accordance with all applicable laws, ordinances, rules, and regulations of the State of California and the County of Mariposa, PRINCIPAL agrees that the maintenance of road improvements within the dedicated parcels shown on said Final Subdivision Map shall be the responsibility of the Bridgeport Oaks Road Maintenance Association, and that all parcels in said Subdivision shall by appropriate deed or map restrictions be subject to the maintenance obligation of the Subdivision roads. PRINCIPAL understands and agrees that approval of the road improvement plans by the County of Mariposa and its authorized officers, agents, and servants does not relieve PRINCIPAL of the responsibility for the correction of errors or
omissions that may be contained in the improvement plans. If,
during the course of construction of the improvements, the public
interest requires a modification of these improvement plans, the
County Engineer or County Road Commissioner shall have the
authority to require such modification or departure and may speci-
fy the manner in which the same is to be made. It is further
understood and agreed that acceptance of the road improvements
does not of itself constitute such roads "County highways" and
that the roads shown on said map shall not become County highways,
and COUNTY shall not be obligated to maintain same. The same may
become County Highways maintained at the cost of COUNTY upon
their formal inclusion in the Mariposa County Road System, sub-
ject to the condition that prior to said inclusion, said road im-
provements be developed to full County Road Class V standards by
the Bridgeport Oaks Road Maintenance Association and/or its
assigns or successors in interest.

4. PRINCIPAL shall give advance notice to the Road
Commissioner and the County Surveyor of the date of commencement
of the work of improvements, and of the proposed construction of
same, and shall cooperate with the Road Commissioner and County
Surveyor to the end that said improvements are inspected by
COUNTY during construction.

5. PRINCIPAL agrees to remedy any defects in the im-
provement arising from faulty or defective materials or construc-
tion of said improvements occurring within twelve months after
acceptance thereof.

6. PRINCIPAL covenants to defend, indemnify, and hold
harmless COUNTY from any and all loss, damage, or liability
resulting from PRINCIPAL'S performance or non-performance of this agreement, or from PRINCIPAL'S negligence of PRINCIPAL'S agents, servants, and employees.

7. If the construction of the work of improvement should be delayed without fault of PRINCIPAL, the time for the completion thereof may be extended by COUNTY for such period of time as COUNTY may deem reasonable.

8. PRINCIPAL shall obtain and file with COUNTY a good and sufficient improvement security in favor of COUNTY and in form approved by COUNTY securing the faithful performance of PRINCIPAL of the work of road improvement required and of the provisions of this agreement with regard thereto in the penal sum of NONE (Road improvements to be completed prior to recordation of the Final Map). The improvement security shall be an improvement security as defined in Government Code §§66499(2), to wit: A cash deposit or deposits made with COUNTY. The funds designated by the instrument shall become trust funds for the purposes set forth in the instrument. Such improvement security shall also cover the matter specified in Government Code §§66499 et seq., to wit: (a) Performance of the work covered by this agreement; (b) performance of any changes or alterations in such work, provided, that all such changes or alterations do not exceed ten percent of the original estimated cost of the improvement; and (c) the maintenance of the work for a period of one year following the completion and acceptance thereof against any defective work or labor done, or defective materials furnished, in the performance of the contract with COUNTY; the provisions of Government Code §§66499 et seq. shall apply to the improvement security.
9. The procurement and delivery of said improvement security in accordance with the terms herein shall be a condition precedent to the approval of the Final Subdivision Map and to the promises of COUNTY herein.

10. In respect to the cash deposit on the improvements in lieu of surety bond, PRINCIPAL may request the Road Commissioner of COUNTY to inspect the road work as it progresses. If the work performed is found to be in accordance with the requirements of COUNTY, it may be accepted as it progresses, and a partial refund of the cash deposit shall be made in a sum in the same ratio to the total deposit as the work accepted appears to the total work to be done. No refund in excess of 85 percent of the total amount of the deposit shall be made until all the work has been completed and accepted. The determination of the County Road Commissioner as to the amount of work done and the amount of refund to be paid shall be final and conclusive. Any other improvement security provided pursuant to this agreement or County ordinance or regulation may be released as the work progresses and is accepted in the same manner and under the same conditions as the cash deposit may be refunded. When the work of road improvement is accepted, not less than five percent of the improvement security shall remain in effect to guarantee the faithful performance of the provisions of §5 and other provisions of this agreement relating to changes or alterations and maintenance of the work for a period of one year following completion and acceptance thereof.

12. Any extension of time hereunder shall not operate to release the surety on any bond filed pursuant to this
agreement, and, in this connection, the surety on each such bond agrees to waive the provisions of §2819 of the Civil Code of the State of California. Any extension of time hereunder shall not operate to release any cash deposit or any financial institution which has given an instrument of credit as security under this agreement.

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

COUNTY OF MARIPOSA

By
EUGENE P. DALTON, JR., Chairman
Board of Supervisors

APPROVED AS TO FORM:

NEIL B. VAN WINKLE
County Counsel/Administrative Assistant to the Board

DATED: ___________________________

ATTEST:

JOAN J. LYNK, Clerk of the Board

STRAITEARN BROTHERS,
DBA BRIDGEPORT OAKS SUBDIVISION

By /s/ GEORGE STRAITEARN
GEORGE STRAITEARN, Individually

By /s/ DOUGLAS STRAITEARN
DOUGLAS STRAITEARN, Individually

By /s/ GEORGE STRAITEARN
GEORGE STRAITEARN, Partner

By /s/ DOUGLAS STRAITEARN
DOUGLAS STRAITEARN, Partner

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EXHIBIT "A"

MARIPOSA COUNTY PLANNING COMMISSION
STATE OF CALIFORNIA
RESOLUTION NO. 79-16

A resolution approving Bridgeport Oaks Subdivision.
The Mariposa County Planning Commission does hereby resolve:
WHEREAS, the Planning Commission has been authorized with the
responsibility to review, approve and condition major subdivisions; and
WHEREAS, the Bridgeport Oaks Major Subdivision has received
environmental review in conformance with state law and County Ordinances; and
WHEREAS, the Bridgeport Oaks Major Subdivision has been processed
in accordance with state law and county ordinances.

BE IT THEREFORE RESOLVED, that the Bridgeport Oaks Major
Subdivision is hereby approved with the following findings of fact/conditions
of approval:

1. The land division is located in the Mountain Home Land use
designation and would be in conformance with the General Plan.

2. The easement road will be improved to a Class IV Standard and
a penetrating oil or material will be applied to eliminate the dust hazard.
The dust cap material and method of application is to be approved by the
County Road Department/County Engineer.

3. A grading plan for the construction of the easement road has
been prepared. Supervision of the construction of the easement road is to
be performed by the County Road Department. Erosion control measures are to
be applied as necessary.

4. The "Articles of Bridgeport Oaks Road Maintenance Association"
and the "Bridgeport Oaks Properties Road Maintenance Agreement" are accepted,
subject to approval as to form and content by County Counsel, and are to be
recorded as part of the final map.
5. Offers of dedication are required for all easements.

6. If appropriate Covenants, Conditions and Restrictions (CC & R's) are not filed by the applicant to prohibit the placement of mobile homes on the properties, the following are to be filed as CC & R's with the final map:

   a) All structures, excluding those buildings not designed for human habitation (steel garden sheds, well houses, etc.) in the Subdivision are to be on permanent foundations.

   b) All mobile homes located on lots in the subject subdivision shall meet all federal and state requirements as to construction standards for mobile homes that are in full force and effect at the date of application.

   c) All owners or future owners of lots in the subject subdivision who site mobile homes on said lots shall take such measures, at the time of a building permit, to ensure that said mobile homes are placed on the assessment roles of Mariposa County.

7. The following is to be added to the CC & R's filed on the property.

   a) The installation of septic disposal systems for the parcels are to be installed in accordance with the plans and specification as detailed in the report from BSK & Associates report dated 6/13/79. The County Sanitarian can, however, require systems of a different design should other information come to his attention in the future. The recommendations of RSK & Associates are to be viewed as minimum requirements.

8. The proof of water required as required by Section 16.20.230
(c) of the Mariposa County Code is hereby waived subject to the following actions:

a) The Public Report prepared for the subdivision shall state that domestic water will be provided by the project applicant, or any assignees who latter acquire interest in the subdivision, on any undeveloped lot. The Public Report shall further state that the applicant, or any assignees, shall provide a well on each parcel of at least five (5) gallons per minute when the well water is to be supplied directly to any proposed residence. When the GPM falls below five, appropriate storage facilities, which are approved by the County Sanitarian, shall be provided, and in no case shall any parcel have a well which produces less than one and one half (½) gallons per minute. Minimum storage capacity shall be 1000 gallons.

b) The Public Report prepared for the subdivision shall state that as a part of escrow instructions, domestic water is to be supplied to any undeveloped lot. The Report shall further state that unless domestic water can be supplied to each parcel, escrow cannot be closed, and the project proponent shall retain ownership.

c) The applicant shall provide evidence that the Department of Real Estate will include the statements required in a & b above in the Public Report for the subdivision.

PASSED AND ADOPTED THIS 9TH DAY OF AUGUST, 1979, by the following vote:

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Board of Supervisors
Planning Commission
County Counsel

Gentlemen:

Attached please find a guideline summary of major subdivision requirements and regulations that relate directly to this office.

I offer this data in hopes that all parties involved will have a better understanding of the requirements of this office. The data noted on the attached pages should be considered during the tentative map approval process and prior to the start of construction. There may be additional considerations not noted and it shall be the responsibility of each party to inform himself of those requirements.

More detailed information is available in the Mariposa County Improvements Standards, the Subdivision Map Act and the Mariposa County Code.

Sincerely,

Wm. C. Lincon
County Engineer-Surveyor
TENTATIVE MAP CONSIDERATIONS:

1. Preliminary Soils Report
2. Public Utility and/or Drainage Easements
3. Water Requirements
4. Sewage Disposal Systems
5. Topographic Features
6. Road Alignment and Grade
7. Grading Plan (only if lots are to be graded)
IMPROVEMENT SECURITY:

1. Faithful Performance (100% of the estimated cost of work to be performed)

2. Labor & Material (50% of the estimated cost of work to be performed)

3. Defective Material & Workmanship (10% to 25% of the estimated cost of the work to be performed as a guarantee of work for one year after final approval)

4. Miscellaneous (Any amount required to secure a particular action by the subdivider)

INSPECTION FEES:

1. 5% of estimated cost of work to be performed.

2. To be deposited with County Auditor, in cash, prior to the start of any work.

COUNTY APPROVAL:

1. County agrees to approve Final Map.

2. County will or will not accept, on behalf of the public, lands, rights-of-way, easements, etc. offered for dedication.

3. County agrees to accept, for maintenance, certain of the improvements.

4. Any special approvals or time elements required for a particular project.

SUBdivider:

1. Subdivider agrees to complete work within a given time period.

2. Subdivider may request a time extension if, by no fault of his, the work is delayed.

3. Subdivider shall indemnify and hold harmless the County for performance or non-performance of the work.

4. Subdivider will guarantee work for a specific period after approval of final map regardless of whether or not the County has accepted improvements for maintenance.

5. Subdivider agrees to certain conditions particular to his subdivision.
IMPROVEMENT STANDARD REQUIREMENTS:

1. Licensed Contractors only must perform work.

2. Engineered Plans and Specifications must be submitted and approved prior to any work starting.

3. As Built Plans will be required for all projects.

4. All Agreements and Securities must be complete prior to the start of work.

5. All portions of the Mariposa County Improvements Standards shall apply to the work except for those waivers or variances granted by the Planning Commission.