

MARIPOSA COUNTY

AGENDA

DATE: November 21, 2000

BOARD OF SUPERVISORS

ACTION FORM

AGENDA ITEM NO.: SA

DEPARTMENT: Human Services Dept. BY: Tom Archer  
Social Services Division

PHONE: 966-3609

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes\_\_\_ No\_X)

It is recommended that your Board approve a contract with Charlotte Wilson to provide consultation to the Calaveras-Mariposa Community Action Agency in order to assist the program in maintaining important financial tracking and required reports during a transitional period to a new Contract Administrator. The arrangement to administer the program with a Department Social Worker during the past ten months has not worked as we had hoped and the Department has been in the process of returning the position to Contract Administrator staffing. Char's services will help ensure that all program obligations are maintained during this period.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Mariposa County has administered the Calaveras-Mariposa Community Action Agency since its inception 10 years ago. When the original Administrator retired the Department tried to administer the program with a Department Social Worker who also had a background, including a Master's Degree in Business Administration, in administration. For various reasons this arrangement did not work as well as anticipated, and the Department began the process of reverting back to a full-time Contract Administrator to administer the program.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve the contract. This may negatively affect the ability of the Calaveras-Mariposa Community Action Agency programs to meet tracking and reporting obligations.

COSTS: ( ) Not Applicable		SPECIAL INSTRUCTIONS:
A. Budgeted current FY	\$ 18,000	List the attachments and number
B. Total anticipated costs	\$ 18,000	the pages consecutively:
C. Required additional funding	\$ 0	
D. Internal Transfers	\$ 0	Personal Services Agreement, pages 1 - 6
SOURCE: ( ) 4/5ths Vote Required		Contract Service Description, 1 page
A. Unanticipated revenues	\$ _____	
B. Reserve for contingencies	\$ _____	
C. Source description:	_____	
Balance in Reserve for Contingencies,		
if approved: \$ _____		

CLERK'S USE ONLY:  
 Res. No.: 00-401  
 Vote - Ayes: 5  
 Absent: \_\_\_\_\_  
 Approved \_\_\_\_\_  
 ( ) Minute Order Attached ( ) No Action Necessary

Ord. No. \_\_\_\_\_  
 Noes: \_\_\_\_\_  
 Abstained: \_\_\_\_\_  
 ( ) Denied

This item on agenda as:

Recommended  
 Not Recommended  
 For Policy Determination  
 Submitted with Comment  
 Returned for Further Action

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

Date: \_\_\_\_\_  
 ATTEST: MARGIE WILLIAMS, Clerk of the Board  
 County of Mariposa, State of California  
 BY: \_\_\_\_\_  
 Deputy

Comment: \_\_\_\_\_  
 A.O. Initials: *mm*

ADMINISTRATIVE OFFICER'S RECOMMENDATION:

## AGREEMENT

### PERSONAL SERVICE AGREEMENT

THIS AGREEMENT is entered into on the most recent date of execution below by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and

Charlotte Wilson, hereinafter referred to as "CONTRACTOR", for services to be provided to COUNTY.

#### WITNESSETH:

WHEREAS, COUNTY is in need of specialized services to be provided to the County Human Services Department, and

WHEREAS, CONTRACTOR is qualified and desires to provide specialized services to the County Human Services, Department;

NOW THEREFORE, in consideration of the sums to be paid hereunder and the mutual covenants and conditions hereinafter contained, the PARTIES hereto agree as follows:

#### ARTICLE 1. TERM OF CONTRACT

Section 1.01 This AGREEMENT shall become effective on October 1, 2,000 and shall terminate on June 30, 2,001 unless terminated in accordance with the provisions of Article 7 of this AGREEMENT.

#### ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

Section 2.01. It is the express intention of the PARTIES that CONTRACTOR is an independent CONTRACTOR and not an employee, agent, joint venturer or partner of COUNTY. Nothing in this AGREEMENT shall be interpreted or construed as creating or establishing the relationship of employer and employee between COUNTY and CONTRACTOR or any employee or agent of CONTRACTOR. Both PARTIES acknowledge that CONTRACTOR is not an employee for state or federal tax purposes. CONTRACTOR shall retain the right to perform services for others during the term of this AGREEMENT.

**ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR**

**Section 3.01. CONTRACTOR** agrees to perform the services as described on Exhibit "A" attached hereto.

Method of Performing Services

**Section 3.01. CONTRACTOR** will determine the method, details, and means of performing the above-described services. **COUNTY** shall not have the right to, and shall not, control the manner or determine the method of accomplishing **CONTRACTOR'S** services.

Employment of Assistance

**Section 3.03. CONTRACTOR** may, at the **CONTRACTOR'S** own expense, employ such assistants as **CONTRACTOR** deems necessary to perform the services required of **CONTRACTOR** by this **AGREEMENT**. **COUNTY** may not control, direct, or supervise **CONTRACTOR'S** assistant employees in the performance of those services. **CONTRACTOR** assumes full performance of those services. **CONTRACTOR** assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

**ARTICLE 4. COMPENSATION**

**Section 4.01.** In consideration for the services to be performed by **CONTRACTOR**, **COUNTY** agrees to pay **CONTRACTOR**:

The total sum of Eighteen Thousand DOLLARS (\$ 18,000 ) for services as described above. The total sum to be paid to **CONTRACTOR** includes all labor, materials, travel and other expenses to be incurred by **CONTRACTOR** in the performance of the services described herein. Payment shall be made upon submission of a formal claim approved by the appropriate official of the County Department described in the Preamble of this **AGREEMENT**, as follows:

- Total sum to paid upon completion of services,
- or
- Incremental payments based on the following schedule:
  - \$2,000 monthly
  - \_\_\_\_\_
  - \_\_\_\_\_

**Section 4.02. CONTRACTOR** shall submit invoices for all services being rendered from the **CONTRACTOR** to the **COUNTY**

Date for Payment of Compensation

**Section 4.03.** Payment shall be made within 45 days of invoices being submitted from the **CONTRACTOR** to the **COUNTY**

Expenses

**Section 4.04. CONTRACTOR** shall be responsible for all costs and expenses incident to the performance of services for **COUNTY**, including but not limited to, all costs of equipment provided by **CONTRACTOR**, all fees, fines, licenses, bonds or taxes required of or imposed against **CONTRACTOR** and all other of **CONTRACTOR'S** costs of doing business. **COUNTY** shall not be responsible for any expense incurred by **CONTRACTOR** in performing services for **COUNTY**.

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**ARTICLE 5. OBLIGATIONS OF CONTRACTOR**

Tools and Instrumentalities

**Section 5.01. CONTRACTOR** will supply all tools and instrumentalities, required to perform the services under this **AGREEMENT**. **CONTRACTOR** is not required to purchase or rent any tools, equipment or services from **COUNTY**.

**Section 5.02. COUNTY** shall not provide working space, supplies, materials or other such support to **CONTRACTOR** in the performance of the services and tasks as described herein.

Indemnification of Liability

**Section 5.03. CONTRACTOR** shall indemnify and hold **COUNTY** harmless against any and all liability or damages caused by **CONTRACTOR** to the **COUNTY** by virtue of performance of **CONTRACTOR'S** duties.

Workers' Compensation

**Section 5.04. CONTRACTOR** shall provide Workers' Compensation insurance as required by the State of California for all services provided hereunder.

Assignment

**Section 5.05. CONTRACTOR** understands that **COUNTY** retained the services of **CONTRACTOR** because of **CONTRACTOR'S** reputation and expertise in his or her field and, therefore, neither this **AGREEMENT** nor any duties or obligations under this **AGREEMENT** may be assigned by **CONTRACTOR** without the prior written consent of **COUNTY**.

### State and Federal Taxes

**Section 5.06.** As **CONTRACTOR** is not **COUNTY'S** employee, **CONTRACTOR** is responsible for paying all required state and federal taxes. In particular:

**COUNTY** will not withhold **FICA** (Social Security) from **CONTRACTOR'S** payments;

**COUNTY** will not make state or federal unemployment insurance contributions on behalf of **CONTRACTOR**;

**COUNTY** will not withhold state or federal income tax from payment to **CONTRACTOR**;

**COUNTY** will not make disability insurance contributions on behalf of **CONTRACTOR**;

**COUNTY** will not obtain workers' compensation insurance on behalf of **CONTRACTOR**.

## Article 6. OBLIGATIONS OF COUNTY

### Cooperation of COUNTY

**Section 6.01.** **COUNTY** agrees to comply with all reasonable requests of **CONTRACTOR** (and provide access to all documents reasonably) necessary to the performance of **CONTRACTOR'S** duties under this **AGREEMENT**.

### Assignment

**Section 6.02.** Neither this **AGREEMENT** nor any duties or obligations under this **AGREEMENT** may be assigned by **CONTRACTOR** without the prior written consent of **COUNTY**.

## ARTICLE 7. TERMINATION OF AGREEMENT

### Termination on Occurrence of State Events

**Section 7.01.** This **AGREEMENT** shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of **CONTRACTOR**;
2. Death of **CONTRACTOR**.

### Termination of COUNTY for Default of CONTRACTOR

**Section 7.02.** Should **CONTRACTOR** default in the performance of this **AGREEMENT** or materially breach any of its provisions, **COUNTY**, at **COUNTY'S** option, may terminate this **AGREEMENT** by giving written notification to

**CONTRACTOR.**

**Section 7.03** Should COUNTY fail to pay CONTRACTOR all or any part of the compensation set forth in Article 4 of this AGREEMENT on the date due, CONTRACTOR, at the CONTRACTOR'S option, may terminate this AGREEMENT if the failure is not remedied by COUNTY within thirty (30) days from the date payment is due.

**ARTICLE 8. GENERAL PROVISIONS**

Notices

**Section 8.01.** Any notices to be given hereunder by either PARTY to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepared with return receipt requested. Mailed notices shall be addressed to the PARTIES at the addresses appearing below, but each PARTY may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

**COUNTY:** Mariposa County  
P. O. Box 7  
Mariposa, Ca 95338

**CONTRACTOR:** Charlotte Wilson  
P.O. Box 866  
Mariposa, CA 95338  
Entire Agreement of the PARTIES

**Section 8.02.** This AGREEMENT supersedes any and all agreements, either oral or written, between the PARTIES hereto with respect to the rendering of services of CONTRACTOR for COUNTY and contains all the covenants and agreements between the PARTIES with respect to the rendering of such services in any manner whatsoever. Each PARTY to this AGREEMENT acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any PARTY, or anyone acting on behalf of any PARTY, which are not embodied herein, and that no other agreement, statement, or promise not contained in this AGREEMENT shall be valid or binding. Any modification of this AGREEMENT will be effective only if it is in writing signed by the PARTY to be charged.

Partial Invalidity

**Section 8.03.** If any provision in this AGREEMENT is held by a court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Attorneys' Fees

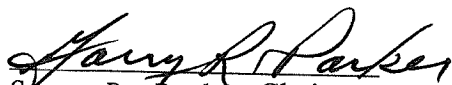
**Section 8.04.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this **AGREEMENT**, the prevailing **PARTY** will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for the that purpose, in addition to any other relief to which that **PARTY** may be entitled.

Governing Law

**Section 8.05** This **AGREEMENT** will be governed by and construed in accordance with the laws of the State of California.

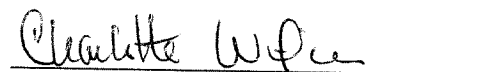
Executed at Mariposa, California, on the date and year first above written.

**COUNTY:**

  
Garry R. Parker, Chairman  
Board of Supervisors

Date: 12-11-00


**CONTRACTOR:**

  
Contractor Signature

Date: 11/8/00

Social Security or Taxpayer Identification  
Number 570 32 8737

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

  
JEFFREY G. GREEN, County Counsel

## Exhibit "A"

Contractor agrees to provide the following services:

- I. Technical consultation and support for the Human Services Director and assigned Department staff in all aspects of administering the Calaveras-Mariposa Community Action Agency and related Human Services Department programs on an as needed basis including assistance with such items as:
  1. The bi-monthly CAA financial claim
  2. Grantees performance reports and claiming
  3. Department of Community Service contracts and reports
  4. FEMA program reports
  5. LIHEAP program reports
  6. REACH program reports
  7. Department of Energy reports and claiming
  
- II Training and Technical assistance and consultation for staff newly assigned to administer the CAA and associated programs on an ongoing as needed basis as areas of need are identified for assistance.