

MARIPOSA COUNTY RESOLUTION NO. 85-325

A RESOLUTION ESTABLISHING A CONTRACT FORM FOR THE  
OFFICE OF ECONOMIC OPPORTUNITY WEATHERIZATION PROGRAMS

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WHEREAS, The Mariposa County Board of Supervisors has delegated the responsibility of providing weatherization services to low income households in the county to the Welfare Department, and

WHEREAS, the Welfare Director authorizes payment to the providers of weatherization services on a piece-work basis, and

WHEREAS, each agreement requires an authorized signature, and

WHEREAS, the agreement is between Mariposa County and the weatherization contractor.

NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors empowers the authority to the Welfare Director to enter into each agreement with the weatherization contractor.

BE IT FURTHER RESOLVED, that the Welfare Director is authorized to sign each agreement for the weatherization services to be provided by the contractor.

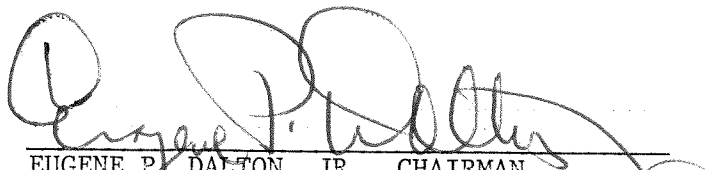
PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 15<sup>th</sup> day of October, 1985, by the following vote:


AYES: BARRICK, DALTON, ERICKSON, RADANOVICH, TABER

NOES: NONE

ABSENT: NONE

ABSTAINED: NONE

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

ATTEST:   
GERALD MC CARTHY, County Clerk and  
Ex Officio Clerk of the Board

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
JEFFREY G. GREEN  
County Counsel

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AGREEMENT

PERSONAL SERVICE AGREEMENT

THIS AGREEMENT is entered into on the date or dates last below written by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR", for specialized weatherization services to be provided to the Mariposa County Welfare Department.

WITNESSETH:

WHEREAS, COUNTY is in need of weatherization services to be provided to the County Welfare Department for the Weatherization Program, for a portion of the 1985-86 Fiscal Year, and

WHEREAS, CONTRACTOR is qualified and desires to provide weatherization services to the County Welfare Department for a portion of the 1985-86 Fiscal Year.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the Parties hereto agree as follows:

- 1. CONTRACTOR agrees to provide the weatherization services described below:

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Said weatherization services shall be provided to a dwelling located at \_\_\_\_\_,  
\_\_\_\_\_  
Mariposa County, California.

Said weatherization services shall be conducted at the direction of the Welfare Director, or her designated representative, who shall be responsible for administering the terms of this AGREEMENT.

2. The weatherization services shall be provided and accomplished on or before the \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_.

3. CONTRACTOR is an independent CONTRACTOR qualified to provide weatherization services to COUNTY in accordance with the services described in Paragraph 1 above. CONTRACTOR is not an employee of COUNTY and is solely responsible for all incidents of employment including, but not limited to, payment of Federal and State Income Taxes, and Health Insurance. COUNTY shall provide Worker's Compen-

1 sation insurance for CONTRACTOR to cover CONTRACTOR in the  
2 performance of this AGREEMENT.

3 4. CONTRACTOR shall not receive benefits, including,  
4 but not limited to, insurance, sick leave, vacation leave,  
5 or any other benefits which COUNTY employees receive, save and  
6 except Workers Compensation insurance, as above-described.

7 5. COUNTY agrees to pay CONTRACTOR the sum of

8 \_\_\_\_\_  
9 (\$ \_\_\_\_\_), for the weatherization services as  
10 described above. COUNTY shall pay for all costs of material  
11 to be used in the tasks to be accomplished by CONTRACTOR and  
12 COUNTY shall provide transportation to and from job sites  
13 originating from the County Welfare offices.

14 6. This AGREEMENT may be terminated by either  
15 the COUNTY or the CONTRACTOR five (5) days following the  
16 filing of written notice with the other Party to this AGREEMENT.

17 7. Any notifications which need to be forwarded  
18 to a Party to this AGREEMENT shall be provided as follows:

19 a. Yolando Lenier Rinaldo, Welfare Director,  
20 P. O. Box 7, Mariposa, California 95338.

21 b. CONTRACTOR: \_\_\_\_\_  
22 Address: \_\_\_\_\_  
23 \_\_\_\_\_

24 8. In the event that circumstances beyond the con-  
25 trol of either Party of this AGREEMENT dictate, this AGREEMENT  
26 may be terminated immediately. In such a circumstance, CON-  
27 TRACTOR shall be reimbursed by COUNTY for that pro-rated  
28 portion of the services for which actual work was performed

1 in accordance with this AGREEMENT. Such circumstances shall  
2 include, but not be limited to: illness, death or accident,  
3 lack of State funding for the services provided hereunder, or  
4 other unusual, extreme or unforeseen occurrence.

5 9. This AGREEMENT is a personal services contract  
6 between COUNTY and CONTRACTOR for the services of CONTRACTOR  
7 during regular COUNTY working hours throughout the period of  
8 this AGREEMENT. No other person, associate or firm may  
9 be substituted by CONTRACTOR at any time without the express  
10 written consent of COUNTY.

11 10. This AGREEMENT shall be interpreted pursuant  
12 to the laws of the State of California.

13 IN WITNESS WHEREOF, the PARTIES hereto have hereunto  
14 executed this AGREEMENT.

15 CONTRACTOR:

16  
17 Date: \_\_\_\_\_

17 By: \_\_\_\_\_

18 Title: \_\_\_\_\_

19  
20 COUNTY OF MARIPOSA:

21  
22 Date: \_\_\_\_\_

22 By: \_\_\_\_\_

23 Yolando Lenier Rinaldo, Director  
24 Mariposa County Social Welfare  
25 Department  
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