

MARIPOSA COUNTY RESOLUTION No. 83-44

BE IT HEREBY RESOLVED by the Board of Supervisors of Mariposa County, a political subdivision of the State of California, that the Board of Supervisors hereby approves the following document, and Chairman ERIC J. ERICKSON, is hereby authorized to sign same:

Agreement with Bruce D. Clayton, as Assistant Director of Emergency Services effective 10/1/82, RETROACTIVE.

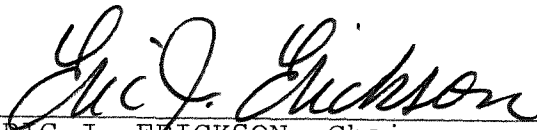
PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 22nd day of February, 1983, by the following vote:

AYES: Taber, Barrick, Erickson, Dalton, Moffitt


NOES: None

ABSENT: None

ABSTAINED: None


ERIC J. ERICKSON, Chairman
Board of Supervisors

ATTEST:


ELLEN BRONSON, County Clerk and
Ex Officio Clerk of the Board

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


RICHARD K. DENHALTER, County Counsel

AGREEMENT

FOR ASSISTANT DIRECTOR OF EMERGENCY SERVICES

THIS AGREEMENT, made and entered into this 22nd day of February, 1983, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Bruce D. Clayton, hereinafter referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, COUNTY has an emergency services program for the purpose of providing for coordinated governmental response to large-scale natural and man-made disasters in the interest of the public safety; and,

WHEREAS, COUNTY requires the services of an Assistant Director of Emergency Services to be funded by the federal government and the State of California; and,

WHEREAS, CONTRACTOR possesses the experience, expertise, and ability to perform the functions of Assistant Director of Emergency Services as an independent contractor.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

1. CONTRACTOR agrees to serve in the capacity of Assistant Director of Emergency Services during the period of this Agreement.

2. MINIMUM SERVICE

a. CONTRACTOR shall provide COUNTY the services outlined in Section 3 below for a minimum of 200 days on an annual basis excluding Saturdays, Sundays, and in addition, he shall not be required to work those days declared by COUNTY to be holidays

1 for its work force during the period of this Agreement.

2 3. As Assistant Director of Emergency Services, CONTRACTOR
3 shall be responsible for the day-to-day administration of
4 COUNTY'S emergency services program; shall assist the Director of
5 Emergency Services in activating, directing, and controlling the
6 County-wide emergency services efforts, which may include coordi-
7 nating County efforts with other local, state, and national orga-
8 nizations; shall prepare a County emergency disaster plan; and
9 subject to approval of the Director of Emergency Services, shall
10 be responsible for obtaining vital supplies, equipment, and man-
11 power and for issuing rules and regulations relating to the pro-
12 tection of life and property.

13 4. The duration of this contract shall be from 10/1/82
14 to 9/30/83, provided, however, that this Agreement may be termi-
15 nated by either party upon the giving of 15 days oral or written
16 notice to the other party prior to the date of the termination.
17 Notice of termination on behalf of COUNTY may be given to CON-
18 TRACTOR by the Director of Emergency Services with prior approval
19 of the Board of Supervisors.

20 5. COUNTY agrees to pay CONTRACTOR, and CONTRACTOR agrees
21 to accept for the services rendered hereunder the sum of SEVEN
22 HUNDRED FIFTY DOLLARS (\$750.00) for each month of service pro-
23 vided hereunder as to that time period hereunder expiring 9/30/83.
24 Except for reimbursement for prior approved expenses, the total
25 amount paid for services rendered hereunder shall not exceed the
26 sum of NINE THOUSAND DOLLARS (\$9,000.00) for time to and including
27 9/30/83.

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1 6. CONTRACTOR understands and agrees that he is retained
2 as an independent contractor and not as an employee of COUNTY.
3 As an independent contractor, CONTRACTOR understands and agrees
4 that he shall not be entitled to any retirement benefits in the
5 Mariposa County retirement system or any medical coverage or in-
6 cidental benefits provided to employees of COUNTY. Further,
7 CONTRACTOR shall not be eligible for unemployment insurance,
8 worker's compensation benefits, or social security benefits under
9 the OASDI Program or other such programs for employees.

10 7. CONTRACTOR may be furnished with County equipment to
11 perform his project task as Assistant Director of Emergency
12 Services which may include the use of a County automobile on an
13 "as needed" basis and may be furnished such other necessary work-
14 ing tools and equipment as the Director of Emergency Services
15 deems to be expedient and required to achieve the ends of the
16 emergency services program.

17 8. In the event CONTRACTOR desires to use his private
18 vehicle on County business, or is authorized to travel at County
19 expense, he shall be required to comply with Section 10 of the
20 Mariposa County Personnel Policies and Procedures Handbook.
21 Mileage shall be reimbursed at the County rate established by the
22 Board of Supervisors.


23 9. CONTRACTOR shall be available for duty on a 24 hour
24 basis including weekends and holidays during an emergency. He
25 shall be available for this duty on approval or on request of the
26 Board of Supervisors.

27 10. Neither party shall assign this contract, nor the rights
28 or responsibilities under this contract, without the written con-

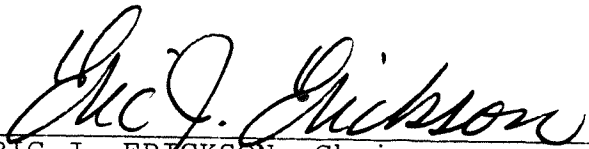
1 sent of the other.

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

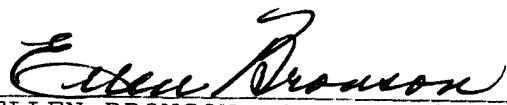
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5 CONTRACTOR:

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8 BRUCE D. CLAYTON, Assistant Director
Office of Emergency Services

9
10 COUNTY OF MARIPOSA

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14 ERIC J. ERICKSON, Chairman
Board of Supervisors

15 ATTEST:

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18 ELLEN BRONSON, County Clerk and
Ex Officio Clerk of the Board

19 APPROVED AS TO FORM
20 AND LEGAL SUFFICIENCY:

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23 RICHARD K. DENHALTER, County Counsel
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