Resolution authorizing the Chairman to sign a Personal Services Agreement with Dennis Patrick for specialized services to the Data Processing Department and approving a budget transfer for the agreement ($5,000). During the vacancy of the Technical Services Director position, certain job duties must still be performed to maintain the integrity of the AS/400 system and to continue with necessary projects that have already begun. Funds will be available through salary savings in the Technical Services Director position.

**BACKGROUND AND HISTORY OF BOARD ACTIONS:**

The Board routinely approves Personal Service Agreements when necessary to accomplish or continue county projects and/or programs.

**LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Do not approve Personal Services Agreement. Certain data processing duties may not be accomplished and could jeopardize the integrity and security of the county's computer system.

**COSTS:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budgeted Current FY</td>
<td>$5,000</td>
</tr>
<tr>
<td>Total Anticipated Costs</td>
<td>$5,000</td>
</tr>
<tr>
<td>Required Additional Funding</td>
<td>$</td>
</tr>
<tr>
<td>Internal Transfers</td>
<td>$</td>
</tr>
</tbody>
</table>

**SOURCE:**

A. 4/5ths Vote Required

**SPECIAL INSTRUCTIONS:**

List the attachments and number the pages consecutively:

- Personal Services Agreement
- Budget Transfer
- [...]

**CLERKS USE ONLY:**

- Vote - Ayes: [Redacted], Noes: [Redacted], Absent: [Redacted], Abstained: [Redacted], Approved: [Redacted], Denied: [Redacted]
- Minute Order Attached: [Redacted], No Action Necessary

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

Date: [Redacted]

**ATTEST:**

MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California

**ADMINISTRATIVE OFFICER'S RECOMMENDATION:**

This item on agenda as: 

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

Comment: [Redacted]

CAO's Initials: [Redacted]
COUNTY of MARIPOSA
P.O. Box 784, Mariposa, CA 95338 (209) 966-3222
DOUG BALMAIN, CHAIRMAN   DISTRICT II
ROBERT C. STEWART, VICE-CHAIRMAN  DISTRICT III
PATTI A. REILLY   DISTRICT I
GARRY R. PARKER   DISTRICT IV
BOB PICKARD   DISTRICT V

MARIPOSA COUNTY BOARD OF SUPERVISORS
MINUTE ORDER

TO: GREG ITURRIA, County Administrative Officer
FROM: MARGIE WILLIAMS, Clerk of the Board
SUBJECT: Personal Service Agreement with Dennis Patrick
Resolution No. 01-353

THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, CALIFORNIA,
ADOPTED THIS Order on December 11, 2001

ACTION AND VOTE:

Authorize the Chairman to Sign a Personal Services Agreement with Dennis Patrick for Specialized
Services to the Data Processing Department and Approve a Budget Transfer for the Agreement ($5,000)
(County Administrative Officer)

BOARD ACTION: (M)Pickard, (S)Reilly, Res. 01-353 adopted with the change suggested by County
Counsel to modify Section 3.01 for services to be provided on an “as needed” basis, and with the contract
to only be invoked by the County Administrative Officer/Ayes: Reilly, Balmain, Parker, Pickard; Excused:
Stewart.

cc: Jeff Green, County Counsel
Ken Hawkins, Auditor
Mary Hodson, Staff Analyst
File
<table>
<thead>
<tr>
<th>FUND</th>
<th>DEPT/DIV</th>
<th>ACCOUNT</th>
<th>DESCRIPTION</th>
<th>PROJECT</th>
<th>INCREASE</th>
<th>DECREASE</th>
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</thead>
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<tr>
<td>001</td>
<td>0151-506</td>
<td>0116</td>
<td>Technical Services Director</td>
<td></td>
<td>$5,000</td>
<td></td>
</tr>
<tr>
<td>001</td>
<td>0151-506</td>
<td>0419</td>
<td>Prof. Srvcs. - Programming</td>
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<td></td>
<td>$5,000</td>
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<tr>
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<td></td>
<td></td>
<td>GENERAL CONTINGENCY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>TOTAL</td>
<td></td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

**TRANSFER BETWEEN FUNDS**

**TOTALS**

<table>
<thead>
<tr>
<th>ACTION REQUESTED: (Check all that apply)</th>
</tr>
</thead>
<tbody>
<tr>
<td>( ) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget, or appropriating Reserve for Contingencies;</td>
</tr>
<tr>
<td>(X) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit;</td>
</tr>
</tbody>
</table>

**JUSTIFICATION:** For Personal Services Contract with Dennis Patrick for specialized services for the Data Processing Department, during the vacancy of the Technical Services Director position.

**DEPT HEAD SIGNATURE**

**APPROVED BY** RES NO. **01-353** **CLERK**

**DATE** **12-11-95**

**DATA PROCESSING**

**AUDITOR'S USE ONLY**

BA #

Budget Revision Form Revised 11/95
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 Dennis Patrick, 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 Data Processing Department, and

WHEREAS, CONTRACTOR is qualified and desires to provide specialized services to the County Data Processing 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 December 1, 2001 and shall terminate on January 15, 2002, 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, on an as needed basis as determined by the County Administrative Officer.

Method of Performing Services

Section 3.02. 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.

ARTICLE 4. COMPENSATION

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

The sum of FIFTY DOLLARS per hour ($50.00) 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 County Administrative Officer, as follows:

[X] Incremental payments based on the following schedule:
As invoiced.

Invoices

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
costs of doing business. COUNTY shall not be responsible for any expense incurred by CONTRACTOR in performing services for COUNTY.

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 imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of CONTRACTOR or CONTRACTOR'S assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property.

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 will all reasonable requests of CONTRACTOR (and provide access to all documents reasonably) necessary to the performance of CONTRACTOR'S duties under this AGREEMENT.

ARTICLE 7. TERMINATION OF AGREEMENT

Termination on Occurrence of Stated 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 by 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.

Termination for Failure to Make Agreed Upon Payments

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 prepaid 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: Gregory G. Iturria, County Administrative Officer
P.O. Box 784
Mariposa, California 95338

CONTRACTOR: Dennis Patrick
P.O. Box 1891
Mariposa, California 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 by 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 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:**

DOUG BALMAIN, Chairman
Board of Supervisors
Date: 11/5/02

**CONTRACTOR:**

DENNIS PATRICK
Date: 11/28/01

Social Security or Taxpayer Identification Number 550-90-3244

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

JEFFREY C. GREEN, County Counsel
November 28, 2001

Mr. Jeffrey Green, County Counsel
C/O Mariposa County

Jeff,

This letter is for the purpose of setting up the parameters of a “Personal Services Contract” between Mariposa County and Dennis Patrick.

The Scope of the work to be provided to the County is as follows:

1. Project Consultation and Implementation
   A. AS/400 Security Audit
   B. AS/400 Operating System Upgrade
   C. AS/400 Job Accounting
   D. Wireless Internet Access with Security


3. Other consultation as requested by the Data Processing Department.

The hourly fee will be $50.00 per hour.

Dennis Patrick

"For God so loved the world that He sent His only begotten Son...” (Phil. 1:21)

EXHIBIT A