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.

<table>
<thead>
<tr>
<th>COSTS:</th>
<th>SPECIAL INSTRUCTIONS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Budgeted current FY</td>
<td>List the attachments and number</td>
</tr>
<tr>
<td>$18,000</td>
<td>the pages consecutively:</td>
</tr>
<tr>
<td>B. Total anticipated costs</td>
<td>Personal Services Agreement, pages 1 - 6</td>
</tr>
<tr>
<td>$18,000</td>
<td>Contract Service Description, 1 page</td>
</tr>
<tr>
<td>C. Required additional funding</td>
<td></td>
</tr>
<tr>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>D. Internal Transfers</td>
<td></td>
</tr>
<tr>
<td>$0</td>
<td></td>
</tr>
</tbody>
</table>

SOURCE: ( ) 4/5ths Vote Required
A. Unanticipated revenues
B. Reserve for contingencies
C. Source description:
Balance in Reserve for Contingencies, if approved: $

CLERK'S USE ONLY:
Res. No.: 00-491
Vote - Ayes: 5
Noes: 0
Absent: 0
Abstained: 0
Approved: ( ) Denied ( ) Minute Order Attached ( ) No Action Necessary

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

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

A.O. Initials: JMW

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, 2000 and shall terminate on June 30, 2001 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 ($18,000) DOLLARS 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

[x] 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.

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:

[Signature]
Garry R. Parker, Chairman
Board of Supervisors
Date: 12-11-00

CONTRACTOR:

[Signature]
Contractor Signature
Date: 11/6/00

Social Security or Taxpayer Identification Number 570328737

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Signature]
Jeffery G. Green, County Counsel

Revised 3/94
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.