

MARIPOSA COUNTY RESOLUTION NO. 87-58

A RESOLUTION GRANTING THE CONSTABLE/
LARGE ANIMAL CONTROL OFFICER AUTHORITY
TO ENTER INTO EMERGENCY PERSONAL SERVICE AGREEMENTS


THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY hereby resolves
as follows:

1. The Constable/Large Animal Control Officer is hereby granted the authority to execute a Personal Service Agreement, a copy of which is attached, marked Exhibit "A", and by this reference incorporated herein, without further action of the Board, and

2. The Constable/Large Animal Control Officer is authorized to execute said Agreement at any time an emergency situation exists in the opinion of the Officer, and as long as the service does not exceed the funds allocated in his budget.

PASSED AND ADOPTED this 17th day of February, 1987 by the Mariposa County Board of Supervisors by the following vote:


| | |
|------------|--|
| AYES: | BAGGETT, DALTON, ERICKSON, RADANOVICH, TABER |
| NOES: | NONE |
| ABSENT: | NONE |
| ABSTAINED: | NONE |



LEROY RADANOVICH, Chairman
Board of Supervisors

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



MARGIE WILLIAMS,
Clerk of the Board



JEFFREY G. GREEN,
County Counsel

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 services to be provided to the Mariposa County _____ Department.

WITNESSETH:

WHEREAS, COUNTY is in need of services to be provided to the County _____ Department, and

WHEREAS, CONTRACTOR is qualified and desires to provide services to the COUNTY _____ Department.

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

1. CONTRACTOR agrees to provide the services described in Paragraph 2 below, and to perform the tasks as set out therein, to COUNTY, commencing _____, 19____ and terminating _____, 19____. Said services and/or tasks shall be conducted at the direction of _____, who shall be responsible for administering the terms of this

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Orig. - Auditor
Copy - Dept.

AGREEMENT.

2. Services and/or tasks to be performed by
CONTRACTOR:

3. CONTRACTOR is an independent CONTRACTOR qualified to provide services to COUNTY in accordance with the services and tasks described 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.

4. CONTRACTOR shall not receive benefits, including, but not limited to, insurance, sick leave, vacation leave, or any other benefits which COUNTY employees receive.

5. CONTRACTOR (~~shall~~) (shall not) receive Worker's Compensation benefits.

6. COUNTY agrees to pay CONTRACTOR the sum of _____ (\$ _____) for services as described above for a period beginning _____, 19____ through _____, 19____. Payments will be made upon submission of a formal claim as follows:

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

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

- a. COUNTY:
- b. CONTRACTOR:

9. In the event that circumstances beyond the control of either Party of this AGREEMENT dictate, this AGREEMENT may be terminated immediately. In such a circumstance, CONTRACTOR shall be reimbursed by COUNTY for that pro-rated portion of the month for which actual work was performed in accordance with this AGREEMENT. Such circumstances shall include, but not be limited to: illness, death or accident, lack of State funding for this position, or other unusual, extreme or unforeseen occurrence.

10. All material, literature, documentation, research, notes or calculations, whether completed or not, and regardless of when obtained, developed or otherwise acquired by CONTRACTOR as a result of this AGREEMENT, shall become the property of COUNTY and COUNTY shall retain all rights to dispose, print or publish, or otherwise utilize it as it deems appropriate.

11. COUNTY shall provide working space, supplies, materials and other such support, as can reasonably be provided, to CONTRACTOR in the performance of the services and tasks as described herein. COUNTY shall reimburse CONTRACTOR for all travel and other expenses incurred in the authorized performance of the services and tasks as described herein, as prescribed by

COUNTY policy.

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

13. This AGREEMENT shall be interpreted pursuant to the laws of the State of California.

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

CONTRACTOR:

(Signature)

(Printed Name)

Date: _____

COUNTY OF MARIPOSA:

CONSTABLE/LARGE ANIMAL
CONTROL OFFICER

Date: _____