MARIPOSA COUNTY RESOLUTION NO. 86-279

AMENDING RESOLUTION 86-215, WHICH ADOPTED EXHIBITS "A" THROUGH "L" OF THE PERSONNEL POLICIES AND PROCEDURES HANDBOOK, BY RENAMING EXHIBIT "A" AS "A(1)", AND ADDING EXHIBIT "A(2)"

WHEREAS, the Auditor/Recorder has recommended that an additional Personal Service Agreement be added to the newly adopted Exhibits of the Personnel Policies and Procedures Handbook to differentiate between "Independent Outside Contractors", and "Part-time Employee Contracts", thereby assisting Department Heads in clarifying the status and function of part-time employees.

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of Mariposa County, a political subdivision of the State of California, that Resolution 86-215, as previously described, is hereby amended as follows:

1. EXHIBIT "A", entitled "AGREEMENT - PERSONAL SERVICE AGREEMENT", is renamed EXHIBIT "A(1)", and shall be used for independent outside contractors.

2. EXHIBIT "A(2)", entitled "AGREEMENT - PART-TIME EMPLOYMENT CONTRACT", attached hereto as Exhibit "A", is hereby added to the Exhibits of the Personnel Policies and Procedures Handbook and incorporated therein by this reference, and shall be used for part-time employees of County Departments.

PASSED AND ADOPTED this 22nd day of July, 1986 by the Board of Supervisors of Mariposa County by the following vote:

AYES: BARRICK, DALTON, RADANOVICH, TABER
NOES: ERICKSON
ABSENT: NONE
ABSTAINED: NONE

BY ___________________________
VICE CHAIRMAN

BEVERLY BARRICK, Chairman
Board of Supervisors

ATTEST:

GERALD MC CARthy, County Clerk and Ex Officio Clerk of the Board

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

JEFFREY E. GREEN, County Counsel
AGREEMENT

PART-TIME EMPLOYMENT CONTRACT

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 "EMPLOYEE", 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, EMPLOYEE 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. EMPLOYEE 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 AGREEMENT.

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

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

3. EMPLOYEE is a part-time employee of COUNTY and as such, shall not receive benefits, including, but not limited to, insurance, sick leave, vacation leave, or any other benefits

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which COUNTY employees receive.

4. EMPLOYEE shall receive Workers Compensation benefits.

5. COUNTY agrees to pay EMPLOYEE the sum of $ ( ) per hour, for services as described above. Payments will be made upon submission of a monthly claim form (see Exhibit "C" of the Personnel Policies and Procedures Handbook), and shall be submitted to the Auditor as prescribed by the Auditor’s monthly payment schedule.

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

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

    COUNTY: Department Head: __________________________
             Address: ________________________________
             ________________________________

    EMPLOYEE: Name: ________________________________
               Address: ________________________________
               ________________________________

8. 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, EMPLOYEE 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.

9. All material, literature, documentation, research, notes or calculations, whether completed or not, and regardless of when obtained, developed or otherwise acquired by EMPLOYEE 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.

10. COUNTY shall provide working space, supplies, materials and other such support, as can reasonably be provided, to EMPLOYEE in the performance of the services and tasks as described herein. COUNTY shall reimburse EMPLOYEE for all travel and other expenses incurred in the authorized performance of the services and tasks as described herein, as prescribed by COUNTY policy.
11. This AGREEMENT is a personal services contract between COUNTY and EMPLOYEE for the services of EMPLOYEE during regular COUNTY working hours throughout the period of this AGREEMENT. No other person, associate or firm may be substituted by EMPLOYEE at any time without the express written consent of COUNTY.

12. 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.

EMPLOYEE:

Date: ____________________________

COUNTY OF MARIPOSA:

Date: ____________________________

BEVERLY BARRICK, Chairman
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