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 approved the following document, and Chairman, BEVERLY BARRICK, is hereby authorized to sign same: Personal Service Agreement, between CONTRACTOR Joy McClure and the County of Mariposa, for services in the Child Abuse Prevention Program, for the Department of Social Welfare.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 21st day of January, 1986, by the following vote:

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

BEVERLY BARRICK, Chairman
Mariposa County Board of Supervisors

ATTEST:
GERALD MC CARTHY, County Clerk and Ex Officio Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
JEFFREY C. 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 Joy McClure, hereinafter referred to as "CONTRACTOR", for specialized professional services to be provided to the Mariposa County Department of Social Welfare Child Abuse Prevention Program.

WITNESSETH:

WHEREAS, COUNTY is in need of professional services to be provided to the County Department of Social Welfare for the period of December 1, 1985 through November 30, 1986, and

WHEREAS, CONTRACTOR is qualified and desires to provide professional services to the COUNTY Department of Social Welfare for the period of December 1, 1985 thru November 30, 1986.

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 December 1, 1985 and terminating November 30, 1986. Said services and/or tasks shall be conducted at the direction of the Director of the Department of Social Welfare of COUNTY, who shall be responsible for administering the
terms of this AGREEMENT.

2. Services and/or tasks to be performed by CONTRACTOR: Develop and implement school based Child Abuse Prevention Program for COUNTY; conduct workshops for children (grades K thru High School) in the schools and local California Youth Authority Camp; conduct workshops for parents explaining the content of the children's workshops and how to further educate their children; conduct workshops for school personnel outlining reporting responsibilities and content of workshops, provide private time for children for disclosure, make referrals to appropriate child protective agencies.

3. CONTRACTOR is a professional 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, Worker's Compensation, 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. COUNTY agrees to pay CONTRACTOR the sum of SEVEN THOUSAND SIX HUNDRED NINETY FOUR DOLLARS ($7,694.00) for specialized, professional services described above for a period beginning December 1, 1985 through November 30, 1986. Payments will be, upon submission of a formal claim in the form of twelve (12) installments of SIX HUNDRED FORTY ONE DOLLARS AND TWENTY CENTS ($641.20). Each installment shall be made on or before the third Tuesday of each calendar month.

6. This AGREEMENT may be terminated by either the COUNTY or the CONTRACTOR sixty (60) 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:

a. Yolanda Lenier Rinaldo, Director Department of Social Welfare, P.O. Box 7, Mariposa, California 95338.

b. Joy McClure, 4470 Grist Road, P.O. Box 1304, Mariposa, California, 95338.

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, 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.

9. All material, literature, documentation, research, notes or calculations, whether completed or not, and regardless of when obtained, developed or otherwise acquired by CONTRACTOR, 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, if available, 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, up to a maximum of EIGHT HUNDRED AND FIFTY DOLLARS ($850.00), as prescribed by COUNTY policy.

11. 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. CONTRACTOR agrees that no other employment, con-
tractual agreement, or related services will be entered into for work related
directly or indirectly to the services and tasks to be provided by CONTRACTOR
herein within the boundaries of Mariposa County during the period of this
AGREEMENT.

12. This AGREEMENT shall be interpreted pursuant to the Laws of
the State of California.

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

CONTRACTOR:

Date: 1-16-86

JOY McCLURE

COUNTY OF MARIPOSA:

Date: 1-24-86

BEVERLY BARRICK, Chair
Board of Supervisors

ATTEST:

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

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

JEBREEL S. GREEN, County Counsel