MARIPOSA COUNTY RESOLUTION NO. 85-325

A RESOLUTION ESTABLISHING A CONTRACT FORM FOR THE OFFICE OF ECONOMIC OPPORTUNITY WEATHERIZATION PROGRAMS

WHEREAS, The Mariposa County Board of Supervisors has delegated the responsibility of providing weatherization services to low income households in the county to the Welfare Department, and

WHEREAS, the Welfare Director authorizes payment to the providers of weatherization services on a piece-work basis, and

WHEREAS, each agreement requires an authorized signature, and

WHEREAS, the agreement is between Mariposa County and the weatherization contractor.

NOW THERFORE, BE IT RESOLVED that the Board of Supervisors empowers the authority to the Welfare Director to enter into each agreement with the weatherization contractor.

BE IT FURTHER RESOLVED, that the Welfare Director is authorized to sign each agreement for the weatherization services to be provided by the contractor.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 15thDay of October, 1985, by the following vote:

AYES:  BARRICK, DALTON, ERICKSON, RADANOVICH, TABER

NOES:  NONE

ABSENT:  NONE

ABSTAINED:  NONE

EUGENE P. DALTON, JR., 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 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 specialized weatherization services to be provided to the Mariposa County Welfare Department.

WITNESSETH:

WHEREAS, COUNTY is in need of weatherization services to be provided to the County Welfare Department for the Weatherization Program, for a portion of the 1985-86 Fiscal Year, and

WHEREAS, CONTRACTOR is qualified and desires to provide weatherization services to the County Welfare Department for a portion of the 1985-86 Fiscal Year.

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

1. CONTRACTOR agrees to provide the weatherization services described below:
Said weatherization services shall be provided to a dwelling located at ________________________________,
__________________________________________
Mariposa County, California.

Said weatherization services shall be conducted at the direction of the Welfare Director, or her designated representative, who shall be responsible for administering the terms of this AGREEMENT.

2. The weatherization services shall be provided and accomplished on or before the _____ day of ___________, 198__.

3. CONTRACTOR is an independent CONTRACTOR qualified to provide weatherization services to COUNTY in accordance with the services described in Paragraph 1 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. COUNTY shall provide Worker's Compen-
sation insurance for CONTRACTOR to cover CONTRACTOR in the
performance of this AGREEMENT.

4. CONTRACTOR shall not receive benefits, including,
but not limited to, insurance, sick leave, vacation leave,
or any other benefits which COUNTY employees receive, save and
except Workers Compensation insurance, as above-described.

5. COUNTY agrees to pay CONTRACTOR the sum of

($______________), for the weatherization services as
described above. COUNTY shall pay for all costs of material
to be used in the tasks to be accomplished by CONTRACTOR and
COUNTY shall provide transportation to and from job sites
originating from the County Welfare offices.

6. 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.

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

a. Yolando Lenier Rinaldo, Welfare Director,
P. O. Box 7, Mariposa, California 95338.

b. CONTRACTOR: ____________________________________________
   Address: ________________________________________________

8. In the event that circumstances beyond the con-
trol of either Party of this AGREEMENT dictate, this AGREEMENT
may be terminated immediately. In such a circumstance, CON-
TRACTOR shall be reimbursed by COUNTY for that pro-rated
portion of the services 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 the services provided hereunder, or other unusual, extreme or unforeseen occurrence.

9. 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.

10. 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:

Date: ____________________  By: ____________________

Title: ____________________

COUNTY OF MARIPOSA:

Date: ____________________  By: ____________________

Yolando Lenier Rinaldo, Director
Mariposa County Social Welfare Department