MARIPOSA COUNTY RESOLUTION No. 83-44

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 approves the following document, and Chairman ERIC J. ERICKSON, is hereby authorized to sign same:

Agreement with Bruce D. Clayton, as Assistant Director of Emergency Services effective 10/1/82, RETROACTIVE.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 22nd day of February, 1983, by the following vote:

AYES: Taber, Barrick, Erickson, Dalton, Moffitt

NOES: None

ABSENT: None

ABSTAINED: None

ERIC J. ERICKSON, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk and Ex Officio Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

RICHARD K. DENHALTER, County Counsel
AGREEMENT

FOR ASSISTANT DIRECTOR OF EMERGENCY SERVICES

THIS AGREEMENT, made and entered into this 22nd day of
February, 1983, by and between the County of Mariposa, a
political subdivision of the State of California, hereinafter
referred to as COUNTY, and Bruce D. Clayton, hereinafter referred
to as CONTRACTOR.

WITNESSETH:

WHEREAS, COUNTY has an emergency services program for the
purpose of providing for coordinated governmental response to
large-scale natural and man-made disasters in the interest of
the public safety; and,

WHEREAS, COUNTY requires the services of an Assistant
Director of Emergency Services to be funded by the federal
government and the State of California; and,

WHEREAS, CONTRACTOR possesses the experience, expertise,
and ability to perform the functions of Assistant Director of
Emergency Services as an independent contractor.

NOW, THEREFORE, in consideration of their mutual covenants
and conditions, the parties hereto agree as follows:

1. CONTRACTOR agrees to serve in the capacity of Assistant
Director of Emergency Services during the period of this Agree-
ment.

2. MINIMUM SERVICE

   a. CONTRACTOR shall provide COUNTY the services out-
      lined in Section 3 below for a minimum of 200 days on an annual
      basis excluding Saturdays, Sundays, and in addition, he shall not
      be required to work those days declared by COUNTY to be holidays
for its work force during the period of this Agreement.

3. As Assistant Director of Emergency Services, CONTRACTOR shall be responsible for the day-to-day administration of COUNTY'S emergency services program; shall assist the Director of Emergency Services in activating, directing, and controlling the County-wide emergency services efforts, which may include coordinating County efforts with other local, state, and national organizations; shall prepare a County emergency disaster plan; and subject to approval of the Director of Emergency Services, shall be responsible for obtaining vital supplies, equipment, and manpower and for issuing rules and regulations relating to the protection of life and property.

4. The duration of this contract shall be from 10/1/82 to 9/30/83, provided, however, that this Agreement may be terminated by either party upon the giving of 15 days oral or written notice to the other party prior to the date of the termination. Notice of termination on behalf of COUNTY may be given to CONTRACTOR by the Director of Emergency Services with prior approval of the Board of Supervisors.

5. COUNTY agrees to pay CONTRACTOR, and CONTRACTOR agrees to accept for the services rendered hereunder the sum of SEVEN HUNDRED FIFTY DOLLARS ($750.00) for each month of service provided hereunder as to that time period hereunder expiring 9/30/83. Except for reimbursement for prior approved expenses, the total amount paid for services rendered hereunder shall not exceed the sum of NINE THOUSAND DOLLARS ($9,000.00) for time to and including 9/30/83.

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6. CONTRACTOR understands and agrees that he is retained as an independent contractor and not as an employee of COUNTY. As an independent contractor, CONTRACTOR understands and agrees that he shall not be entitled to any retirement benefits in the Mariposa County retirement system or any medical coverage or incidental benefits provided to employees of COUNTY. Further, CONTRACTOR shall not be eligible for unemployment insurance, worker's compensation benefits, or social security benefits under the OASDI Program or other such programs for employees.

7. CONTRACTOR may be furnished with County equipment to perform his project task as Assistant Director of Emergency Services which may include the use of a County automobile on an "as needed" basis and may be furnished such other necessary working tools and equipment as the Director of Emergency Services deems to be expedient and required to achieve the ends of the emergency services program.

8. In the event CONTRACTOR desires to use his private vehicle on County business, or is authorized to travel at County expense, he shall be required to comply with Section 10 of the Mariposa County Personnel Policies and Procedures Handbook. Mileage shall be reimbursed at the County rate established by the Board of Supervisors.

9. CONTRACTOR shall be available for duty on a 24 hour basis including weekends and holidays during an emergency. He shall be available for this duty on approval or on request of the Board of Supervisors.

10. Neither party shall assign this contract, nor the rights or responsibilities under this contract, without the written con-
Agreement
For Assistant Director of Emergency Service
sent of the other.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CONTRACTOR:

BRUCE D. CLAYTON, Assistant Director
Office of Emergency Services

COUNTY OF MARIPOSA

ERIC J. ERICKSON, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk and
Ex Officio Clerk of the Board

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

RICHARD K. DENHALTER, County Counsel