MARIPOSA COUNTY RESOLUTION NO. 83-126

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, ERIC J. ERICKSON, is hereby authorized to sign same:

Agreement for "Salvager" Services

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 26th day of April, 1983, by the following vote:

AYES: Barrick, Taber, Dalton, Erickson, Moffitt
NOES None
ABSENT: None
ABSTAINED: None

ERIC J. ERICKSON, Chairman
Mariposa County Board of Supervisors

ATTEST:

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

BY:
PATRICIA E. ALBERTA
Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

RICHARD K. DENHALTER
County Counsel
AGREEMENT

This Agreement, made as of April 26, 1983 between the COUNTY OF AGREEMENT, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Mrs. Jennie Enos, a married woman, hereinafter referred to as "SALVAGER".

STATEMENT OF CONTRACT

COUNTY is presently operating a sanitary landfill operation located adjacent to Highway 49 North, Mariposa, California. In order to provide maximum effectiveness in the use of the sanitary landfill site, it is necessary to avoid the placing of salvageable material which has recyclable value. Therefore, it is the intent of COUNTY to contract for the separation of these items and provide for the salvage thereof.

1. SALVAGER shall inspect refuse entering the sanitary landfill site to insure that all items of salvage value are deposited in the area designated for the storage of said items and that no such items be deposited in those areas reserved for defense.

2. All sheet steel or "tin" material shall be the property and under the control of the COUNTY after it is placed in the designated storage area by SALVAGER.

3. SALVAGER shall insure that all items salvaged shall be removed from the sanitary landfill site within sixty days of its being salvaged.

4. COUNTY confirms that payment to SALVAGER the sum of Four Hundred Seventy-Five Dollars ($475.00) per month during the period of this Agreement. Further, SALVAGER shall receive as additional compensation all rights to any profits derived from the sale of said salvage except the sheet steel or "tin" material which shall
be the property of COUNTY.

5. The terms of this Agreement shall be for one year commencing on May 1, 1983 and terminating April 30, 1984. Either party may terminate this Agreement by giving thirty days' written notice to the other party.

6. SALVAGER shall be responsible for performing the work under this Agreement in a safe skillful, and workmanlike manner and shall be liable for her own negligence.

7. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this contract shall supercede all previous communications, representations, or agreements, either verbal or written, between the parties.

EXECUTED this 5th day of May, 1983, at Mariposa, California.

SALVAGER:

JENNIE ENOS, Salvager

COUNTY OF MARIPosa:

ERIC J. ERICKSON, Chairman
Mariposa County Board of Supervisors

ATTEST:

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

BY: PATRICIA E. ALBERTA
Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

RICHARD K. DENHALTER, Mariposa County Counsel