MARIPOSA COUNTY RESOLUTION NO. 81-196(a)

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 WILLIAM H. MOFFITT, is hereby authorized to sign same:

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

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 13th day of October, 1981, by the following vote:

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

WILLIAM H. MOFFITT, Chairman
Mariposa County Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk
Ex Officio Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

RICHARD K. DENTHALTER,
County Counsel
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 1/1/82 to 9/30/82, 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 9/30/82. 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 9/30/82.

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 consent of the other.

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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

MARIPOSA COUNTY:

WILLIAM H. MOFFITT, 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
DEFINITION

Under direction, administers and coordinates Countywide emergency services plans and agreements; performs related work as required.

DISTINGUISHING CHARACTERISTICS

The Assistant Director of Emergency Services is responsible for the day-to-day administration of the County emergency services program. The program purpose is to provide for coordinated governmental response to large-scale natural and man-made disasters in the interest of public safety.

The Assistant Director of Emergency Services assists the Director of Emergency Services in activating, directing, and controlling the Countywide emergency services efforts which may include coordinating County efforts with other local, state, and national organizations; obtaining vital supplies, equipment and manpower; and issuing rules and regulations relating to the protection of life and property. Under normal, non-emergency conditions, the incumbent is primarily oriented to coordinating, developing, and maintaining emergency plans and agreements, and maintaining liaison with a variety of emergency-related organizations.

The incumbent must have strong written and oral communication skills; relate well to management, employees, and the public; remain calm under emergency conditions; and have a high degree of maturity, integrity, and good judgment.

EXAMPLES OF DUTIES

1. Supervises the daily activities of the emergency services program.

2. Coordinates, develops, and maintains plans to provide for the protection of persons and property within Mariposa County in the event of an emergency.

3. In the event of an emergency, assists the Director of Emergency Services in activating emergency plans and in coordinating emergency response.

4. Acts as a liaison to coordinate County emergency planning with County departments, local, state, and national organizations, and private organizations and groups.