MARIPOSA COUNTY RESOLUTION NO. 81-197

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 Barron Brouillette as Assistant Director of Emergency Services through 12/31/81

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

AYES: Barrick, Taber, Moffitt, Dalton

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. DENHALTER, County Counsel
AGREEMENT

FOR ASSISTANT DIRECTOR OF EMERGENCY SERVICES

THIS AGREEMENT, made and entered into this 13th of October, 1981, by and between the County of Mariposa, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and Barron Brouillette (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 Agreement.

2. MINIMUM SERVICE
   a. CONTRACTOR shall provide COUNTY the services outlined in Section 3 below for a minimum of 60 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; and 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 10/1/81 to 12/31/81, 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 ONE HUNDRED FIFTY DOLLARS ($150.00) for each month of service provided hereunder as to that time period hereunder expiring 12/31/81. Except for reimbursement for prior approved expenses, the total amount paid for services rendered hereunder shall not exceed the sum of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for time to and including 12/31/81.

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.

WILLIAM H. MOFFITT, Chairman
Mariposa County Board of Supervisors

BARRON BROUILLETTE, Assistant Director
Office of Emergency Services

ATTEST:

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

APPROVES AS TO FORM AND LEGAL SUFFICIENCY:

RICHARD DENHALTER
County Counsel