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MARIPOSA COUNTY RESOLUTION NO. 81-127

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:

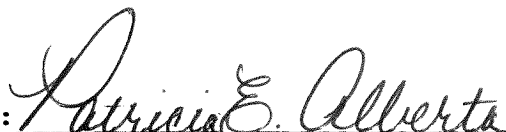
Standard Salary Agreement with the Department of Food and Agriculture

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 21st day of July 1981, by the following vote:


AYES: Taber, Dalton, Erickson, Moffitt  
NOES: None  
ABSENT: District I (vacant)  
ABSTAINED: None

  
\_\_\_\_\_  
WILLIAM H. MOFFITT, Chairman  
Mariposa County Board of Supervisors

ATTEST:

ELLEN BRONSON BY:   
\_\_\_\_\_  
ELLEN BRONSON, County Clerk PATRICIA E. ALBERTA, Deputy Co.  
Ex Officio Clerk of the Board Clerk/Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
RICHARD K. DENHALTER,  
County Counsel

- CONTRACTOR
- STATE AGENCY
- DEPT. OF GEN. SER.
- CONTROLLER

THIS AGREEMENT, made and entered into this 9th day of June, 19 81,  
in the State of California, by and between State of California, through its duly elected or appointed,  
qualified and acting

TITLE OF OFFICER ACTING FOR STATE <b>DIRECTOR</b>	AGENCY <b>DEPARTMENT OF FOOD AND AGRICULTURE</b>	NUMBER <b>1218</b>
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hereafter called the State, and

**COUNTY OF MARIPOSA**

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Pursuant to Section 2222 of the Food and Agricultural Code, the Director of Food and Agriculture State of California, hereinafter referred to as Director, and the County of Mariposa, hereinafter referred to as County, acting by and through its Board of Supervisors, hereby agree as follows:

(1) The Director will partially compensate County for the Services performed by the County Agricultural Commissioner for the purpose of securing more uniform and adequate enforcement of applicable provisions of the Food and Agricultural Code throughout the State, and to otherwise effectuate the purposes of Sections 2221 through 2224 of the Food and Agricultural Code.

(2) The Director agrees to pay the County for the 1981-1982 fiscal year, a sum not to exceed Six Thousand Six Hundred Dollars (\$6,600) to be used for the salary of the Agricultural Commissioner employed pursuant to Section 2124 of the Food and Agricultural Code. Payment will be made in arrears on or about June 30, 1982 calculated as follows: Payment will be at the rate of \$550 per month for each month the Agricultural Commissioner is employed. If the position is vacant 30 consecutive days or less, the annual payment will not be reduced. A vacancy of more than 30 consecutive days will reduce the annual payment. Partial months after the first 30 days of vacancy will be treated as whole months in computing the reductions.

The provisions on the reverse side hereof constitute a part of this agreement.

(Continued on Page 2)

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

<b>STATE OF CALIFORNIA</b>	<b>CONTRACTOR</b>
AGENCY <b>DEPARTMENT OF FOOD AND AGRICULTURE</b>	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION PARTNERSHIP, ETC.) <b>COUNTY OF MARIPOSA</b>
BY (AUTHORIZED SIGNATURE)  ▶	BY (AUTHORIZED SIGNATURE) 
TITLE <b>BUSINESS SERVICE OFFICER</b>	TITLE <b>Chairman, Board of Supervisors</b>
	ADDRESS

(CONTINUED ON \_\_\_\_\_ SHEETS, EACH BEARING NAME OF CONTRACTOR)

Department of General Services Use ONLY  N. SERV. DEPT. APPROVAL NOT REQUIRED PER SAM 1206	AMOUNT ENCUMBERED \$ <b>6,600.00</b>	APPROPRIATION <b>SUBVENTION</b>		FUND	
	UNENCUMBERED BALANCE \$	ITEM	CHAPTER	STATUTES <b>'81</b>	FISCAL YEAR <b>8/82</b>
	ADJ. INCREASING ENCUMBRANCE \$	FUNCTION <b>019-01-102000</b>		<b>701422</b>	
	ADJ. DECREASING ENCUMBRANCE \$	LINE ITEM ALLOTMENT			
	I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.				T.B.A. NO.
SIGNATURE OF ACCOUNTING OFFICER ▶				DATE	
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.					
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY ▶				DATE	

Appointment of a qualified person to fill a vacancy may be for an interim or fixed period, but shall not be at a lower monthly rate or range than that established for the Commissioner's position.

(3) It is agreed that the amount which is paid to the County shall not exceed two-thirds of the amount of the salary which is paid to the Commissioner who is employed pursuant to Section 2124.

(4) Payment will be made at the end of the fiscal year upon submission of invoice indicating periods that the position of Agricultural Commission was actually filled by a qualified person.

(5) The term of this agreement shall be from July 1, 1981 through June 30, 1982. Payment by the Director is subject to the availability of appropriated funds for the purpose of this contract and compliance by the County with the applicable provisions of the Food and Agricultural Code. This agreement may be terminated by either party at any time during this term upon giving not less than 30 days written notice to the other party.