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MARIPOSA COUNTY RESOLUTION NO. 81-157

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:

Contract for Air Pollution Control Services with
John R. Thomson

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 25th day of August 1981, by the following vote:

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

W. H. Moffitt
WILLIAM H. MOFFITT, Chairman
Mariposa County Board of Supervisors

ATTEST:

ELLEN BRONSON BY: *Patricia E. Alberta*
ELLEN BRONSON, County Clerk PATRICIA E. ALBERTA
Ex Officio Clerk of the Board Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Richard K. Denhalter
RICHARD K. DENHALTER,
County Counsel

PROFESSIONAL SERVICES AGREEMENT

The COUNTY OF MARIPOSA, a political entity, hereinafter referred to as "COUNTY", hereby contracts with John R. Thomson, an individual, hereinafter referred to as "CONTRACTOR", for specialized professional services to be provided to Mariposa County.

CONTRACTOR agrees to provide services or perform such tasks as described in Exhibit A, attached hereto and made part hereof, as though set out in full. Said services or tasks shall be conducted at the direction of the Mariposa County Board of Supervisors who shall be responsible for administering the terms of this agreement.

CONTRACTOR is a professional independent consultant qualified to provide services to COUNTY in accordance with the task description contained in Exhibit A. CONTRACTOR is not an employee of the COUNTY and is solely responsible for all incidents of employment to include, but not limited to, payment of Federal and State income taxes, workers compensation and health insurance.

COUNTY agrees to pay CONTRACTOR the sum of THREE HUNDRED DOLLARS (\$300.00) per month, for a period beginning September 1, 1981, and continuing thereafter from month to month, to be terminated on fifteen (15) days notice by either party.

Payments will be made monthly upon submission and approval of a formal County claim.

NOTIFICATIONS, as above described shall be presented as follows:

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COUNTY

BOARD OF SUPERVISORS
P. O. Box 784
Mariposa, CA 95338

CONTRACTOR

John R. Thomson
P. O. Box 442
Mariposa, CA 95338

In the event that circumstances beyond the control of either party to this agreement dictate, this agreement may be terminated immediately. In such a circumstance, CONTRACTOR shall be reimbursed for that prorated portion of the month for which actual work was performed in accordance with this agreement by the COUNTY. Such circumstances shall include, but are not limited to illness, death or accident, lack of funding or other unusual, extreme and unforeseen occurrence.

All material, literature, documentation, research, notes or calculations, whether completed or not, when obtained, developed or otherwise acquired by CONTRACTOR shall become the property of the COUNTY and COUNTY shall retain all rights to dispose, print, publish or otherwise utilize as it deems appropriate.

COUNTY shall provide working space, supplies, materials and such other support as can reasonably be provided to CONTRACTOR in the performance of the tasks and provision of such service as described herein. COUNTY shall reimburse CONTRACTOR for all travel and other expenses incurred in the authorized performance of the tasks and provision of such service, as described herein, as prescribed by COUNTY policy.

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1 This Agreement is a personal services contract between
2 COUNTY and CONTRACTOR for the services of CONTRACTOR during
3 regular County working hours throughout the period of the Agree-
4 ment. No other person, associate or firm may be substituted by
5 CONTRACTOR at any time without the expressed written consent of
6 COUNTY. CONTRACTOR agrees that no other employment, contractual
7 agreement or related services will be entered into for work related
8 directly or indirectly to the duties of County Air Pollution Con-
9 trol Officer within the boundaries of Mariposa County during the
10 period of this Agreement.

11 IN WITNESS WHEREOF, the parties hereto have hereunto
12 executed this agreement as above written:

13 COUNTY:

14
15 Date: Sept. 24, 1981

Eric J. Erickson
16 WILLIAM H. MOFFITT, Chairman
Mariposa County Board of Supervisors

17 ATTEST:

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

BY: Patricia E. Alberta
21 PATRICIA E. ALBERTA
22 Clerk of the Board

23 APPROVED AS TO FORM AND
24 LEGAL SUFFICIENCY:

Richard K. Denhalter
25 RICHARD K. DENHALTER, County Counsel

26 CONTRACTOR:

27 Date: 9-11-81

John R. Thomson
28 JOHN R. THOMSON, Consultant

EXHIBIT A

DUTIES OF AIR POLLUTION CONTROL OFFICER

1. Attendance of TAC meetings and other appropriate meetings as required.
2. Subvention application preparation.
3. Inspection of air pollution sources under permit.
4. Review of pending legislation.
5. Review of information submitted and/or received from the Air Pollution Board.
6. Correspondence as needed.
7. Other miscellaneous duties.