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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. DENHALTER,
County Counsel

1 3. As Assistant Director of Emergency Services, CONTRACTOR
2 shall be responsible for the day-to-day administration of COUNTY'S
3 emergency services program; shall assist the Director of Emergency
4 Services in activating, directing, and controlling the County-wide
5 emergency services efforts, which may include coordinating County
6 efforts with other local, state, and national organizations; shall
7 prepare a County emergency disaster plan; and subject to approval
8 of the Director of Emergency Services, shall be responsible for
9 obtaining vital supplies, equipment, and manpower and for issuing
10 rules and regulations relating to the protection of life and prop-
11 erty.

12 4. The duration of this contract shall be from 1/1/82 to
13 9/30/82, provided, however, that this Agreement may be terminated
14 by either party upon the giving of 15 days oral or written notice
15 to the other party prior to the date of the termination. Notice
16 of termination on behalf of COUNTY may be given to CONTRACTOR by
17 the director of Emergency Services with prior approval of the
18 Board of Supervisors.

19 5. COUNTY agrees to pay CONTRACTOR, and CONTRACTOR agrees
20 to accept for the services rendered hereunder the sum of SEVEN HUN-
21 DRED FIFTY DOLLARS (\$750.00) for each month of service provided
22 hereunder as to that time period hereunder expiring 9/30/82. Ex-
23 cept for reimbursement for prior approved expenses, the total
24 amount paid for services rendered hereunder shall not exceed the
25 sum of NINE THOUSAND DOLLARS (\$9,000.00) for time to and including
26 9/30/82.

27 6. CONTRACTOR understands and agrees that he is retained as
28 an independent contractor and not as an employee of COUNTY. As an

1 independent contractor, CONTRACTOR understands and agrees that he
2 shall not be entitled to any retirement benefits in the Mariposa
3 County retirement system or any medical coverage or incidental
4 benefits provided to employees of COUNTY. Further, CONTRACTOR
5 shall not be eligible for unemployment insurance, worker's compen-
6 sation benefits, or social security benefits under the OASDI Pro-
7 gram or other such programs for employees.

8 7. CONTRACTOR may be furnished with County equipment to per-
9 form his project task as Assistant Director of Emergency Services
10 which may include the use of a County automobile on an "as needed"
11 basis and may be furnished such other necessary working tools and
12 equipment as the Director of Emergency Services deems to be expe-
13 dient and required to achieve the ends of the emergency services
14 program.

15 8. In the event CONTRACTOR desires to use his private vehi-
16 cle on County business, or is authorized to travel at County ex-
17 pense, he shall be required to comply with Section 10 of the Mari-
18 posa County Personnel Policies and Procedures Handbook. Mileage
19 shall be reimbursed at the County rate established by the Board of
20 Supervisors.

21 9. CONTRACTOR shall be available for duty on a 24 hour basis
22 including weekends and holidays during an emergency. He shall be
23 available for this duty on approval or on request of the Board of
24 Supervisors.


25 10. Neither party shall assign this contract, nor the rights
26 or responsibilities under this contract, without the written con-
27 sent of the other.

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///

1 IN WITNESS WHEREOF, the parties have executed this Agreement
2 as of the day and year first above written.


3 CONTRACTOR:

4 
5 _____
6 BRUCE D. CLAYTON, Assistant Director
7 Office of Emergency Services

8 MARIPOSA COUNTY:

9 
10 _____
11 WILLIAM H. MOFFITT, Chairman
12 Board of Supervisors

13 ATTEST:

14 
15 _____
16 ELLEN BRONSON, County Clerk and
17 Ex Officio Clerk of the Board

18 APPROVED AS TO FORM
19 AND LEGAL SUFFICIENCY:

20 
21 _____
22 RICHARD K. DENHALTER, County Counsel
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COPY

ASSISTANT DIRECTOR OF EMERGENCY SERVICES

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.