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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



1 for its work force during the period of this Agreement.

2 3. As Assistant Director of Emergency Services,  
3 CONTRACTOR shall be responsible for the day-to-day administration  
4 of COUNTY'S emergency services program; shall assist the Director  
5 of Emergency Services in activating, directing, and controlling  
6 the County-wide emergency services efforts, which may include  
7 coordinating County efforts with other local, state, and national  
8 organizations; and shall be responsible for obtaining vital sup-  
9 plies, equipment, and manpower and for issuing rules and regula-  
10 tions relating to the protection of life and property.

11 4. The duration of this contract shall be from 10/1/81  
12 to 12/31/81, provided, however, that this Agreement may be  
13 terminated by either party upon the giving of 15 days oral or  
14 written notice to the other party prior to the date of the  
15 termination. Notice of termination on behalf of COUNTY may be  
16 given to CONTRACTOR by the Director of Emergency Services with  
17 prior approval of the Board of Supervisors.

18 5. COUNTY agrees to pay CONTRACTOR, and CONTRACTOR  
19 agrees to accept for the services rendered hereunder the sum of  
20 ONE HUNDRED FIFTY DOLLARS (\$150.00) for each month of service  
21 provided hereunder as to that time period hereunder expiring  
22 12/31/81. Except for reimbursement for prior approved expenses,  
23 the total amount paid for services rendered hereunder shall not  
24 exceed the sum of FOUR HUNDRED AND FIFTY DOLLARS (\$450.00) for  
25 time to and including 12/31/81.

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

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

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

14           8. In the event CONTRACTOR desires to use his private  
15 vehicle on County business, or is authorized to travel at County  
16 expense, he shall be required to comply with Section 10 of  
17 the Mariposa County Personnel Policies and Procedures Handbook.  
18 Mileage shall be reimbursed at the County rate established by  
19 the Board of Supervisors.

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

24           10. Neither party shall assign this contract, nor the  
25 rights or responsibilities under this contract, without the  
26 written consent of the other.

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1 IN WITNESS WHEREOF, the parties have executed  
2 this Agreement as of the day and year first above written.  
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5   
6 WILLIAM H. MOFFITT, Chairman  
7 Mariposa County Board of Supervisors

8   
9 BARRON BROUILLETTE, Assistant Director  
10 Office of Emergency Services

11 ATTEST:

12   
13 ELLEN BRONSON, County Clerk and  
14 Ex Officio Clerk of the Board

15  
16 APPROVES AS TO FORM AND  
17 LEGAL SUFFICIENCY:

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19 RICHARD DENHALTER  
20 County Counsel  
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