

MARIPOSA COUNTY
BOARD OF SUPERVISORS

AGENDA
ACTION FORM

3-21-95
DATE: March 14, 1995
AGENDA ITEM NO: CA-2 5-D

HOUSING AND COMMUNITY DEVELOPMENT AGENCY
BY: James F. Evans

PHONE: 966-6121

RECOMMENDED ACTION AND JUSTIFICATION: (POLICY ITEM: YES X NO)

Resolution authorizing the Chairman to sign an Interim Personal Services Agreement with Paul Beard to Conduct Group Tours of the County Courthouse. (Necessary to continue to provide tours for schools).

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has directed that a long term solution be achieved to provide tours of the Courthouse. Currently, the History Center is considering whether to provide the tours. However, interim measures are necessary to provide tours that have been provided over the years to schools in the region. This interim solution provides for NO PAYMENTS by the County but meets the needs of schools.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION.

(1) Revise terms of PSA. (2) If the PSA is not approved, another method must be approved or the school tours will have to be cancelled.

COSTS: (X) Not Applicable
A. Budgeted CURRENT FY \$ _____
B. Total anticipated costs \$ _____
C. Required Add'l funding \$ _____
D. Internal Transfers \$ _____

SPECIAL INSTRUCTIONS:
List the attachments and number pages consecutively:

7 page PSA

SOURCE: () 4/5ths vote required
A. Unanticipated revenues \$ _____
B. Reserve for contingencies \$ _____
C. Source description: _____
Balance in Reserve for Contingencies, if approved: \$ _____

CLERK'S USE ONLY:
Resolution No.: 95-105
Ordinance No.: _____
Vote - Ayes: 5 Noes: _____
Absent: _____ Abstain: _____
(X) Approved () Denied
(X) Minute Order Attached
() No Action Necessary

ADMINISTRATIVE OFFICER'S RECOMMENDATION:
This item on agenda as:
 Recommended
 Not Recommended
 Policy Determination
 Submitted w/ Comment
 Returned for further action

The foregoing instrument is a correct copy of the original on file in this office.
Date: _____

Comment: _____

ATTEST: MARGIE WILLIAMS
Clerk of the Board
County of Mariposa,
State of California

A.O. Initials: mc / bymm

By: _____
Deputy

MARIPOSA COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

TO: JIM EVANS, Housing and Community Development
Agency Director

FROM: MARGIE WILLIAMS, Clerk of the Board *MW*

SUBJECT: Interim Personal Services Agreement
with Paul Beard to Conduct Group Tours of the
County Courthouse;
Resolution Number 95-105

THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, CALIFORNIA,
ADOPTED THIS Order on March 21, 1995

ACTION AND VOTE:

Jim Evans, Housing and Community Development Agency
Director;
10:32 a.m. D) Resolution Authorizing Chairman to Sign
Interim Personal Services Agreement with Paul Beard to
Conduct Group Tours of the County Courthouse (Continued from
03/14/95)
BOARD ACTION: Following discussion, (M)Reilly, (S)Taber,
Res. 95-105 adopted/Ayes: Unanimous. Supervisor Taber
suggested the tour guide program be included with the
proposed visitors bureau program, and that consideration be
given to not charge for tours of the Courthouse, with
further review occurring during the budget process.

cc: Jeffrey G. Green, County Counsel
Ken Hawkins, Auditor
Nancy Kyle, Personnel Analyst
File

MARIPOSA COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

TO: JIM EVANS, Housing and Community Development
Agency Director

FROM: MARGIE WILLIAMS, Clerk of the Board *MW*

SUBJECT: Personal Services Agreement with Paul Beard
Regarding Group Tours of the County Courthouse

THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, CALIFORNIA,
ADOPTED THIS Order on March 14, 1995

ACTION AND VOTE:

CA-8 Resolution Authorizing Chairman to Sign Interim
Personal Service Agreement with Paul Beard to Conduct Group
Tours of the County Courthouse (Housing and Community
Development Agency Director); Matter was continued for
additional information.

Approval of Consent Agenda (See End of Minutes)

BOARD ACTION: Supervisor Taber pulled item 8 - item was
further considered later this date. Chairman Parker advised
of correction to item 2 to reflect the item being placed on
the agenda by Supervisor Balmain. (M)Balmain, (S)Stewart,
balance of items were approved/Ayes: Balmain, Stewart,
Parker, Taber; Excused: Reilly.

Consent Agenda item 8 - Discussion was held with Jim
Evans/Housing and Community Development Agency Director.
Chairman Parker requested additional information relative to
the schedule for tours and fees and matter was continued to
be rescheduled.

cc: Jeffrey G. Green, County Counsel

MARIPOSA COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

TO: JIM EVANS, Housing and Community Development
Agency Director

FROM: MARGIE WILLIAMS, Clerk of the Board *MW*

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Consent Agenda item 8 - Discussion was held with Jim
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be rescheduled.

cc: Jeffrey G. Green, County Counsel

AGREEMENT

PERSONAL SERVICE AGREEMENT

THIS AGREEMENT is entered into on the most recent date of execution below by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Paul Beard, hereinafter referred to as "CONTRACTOR", for services to be provided to COUNTY.

WITNESSETH:

WHEREAS, COUNTY is in need of specialized services to be provided to the County HCD Department, and

WHEREAS, CONTRACTOR is qualified and desires to provide specialized services to the County HCD, Department;

NOW THEREFORE, in consideration of the sums to be paid hereunder and the mutual covenants and conditions hereinafter contained, the PARTIES hereto agree as follows:

ARTICLE 1. TERM OF CONTRACT

Section 1.01. This AGREEMENT shall become effective on March 14, 1995 and shall terminate on May 31, 1995, unless terminated in accordance with the provisions of Article 7 of this AGREEMENT.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

Section 2.01. It is the express intention of the PARTIES that CONTRACTOR is an independent CONTRACTOR and not an employee, agent, joint venturer or partner of COUNTY. Nothing in this AGREEMENT shall be interpreted or construed as creating or establishing the relationship of employer and employee between COUNTY and CONTRACTOR or any employee or agent of CONTRACTOR. Both PARTIES acknowledge that CONTRACTOR is not an employee for state or federal tax purposes. CONTRACTOR shall retain the right to perform services for others during the term of this AGREEMENT.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

Section 3.01. CONTRACTOR agrees to perform the services as described on Exhibit "A" attached hereto.

Method of Performing Services

Section 3.02. CONTRACTOR will determine the method, details, and means of performing the above-described services. COUNTY shall not have the right to, and shall not, control the manner or determine the method of accomplishing CONTRACTOR'S services.

Employment of Assistance

Section 3.03. CONTRACTOR may, at the CONTRACTOR'S own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this AGREEMENT. COUNTY may not control, direct, or supervise CONTRACTOR'S assistant employees in the performance of those services. CONTRACTOR assumes full performance of those services. CONTRACTOR assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

ARTICLE 4. COMPENSATION

Section 4.01. In consideration for the services to be performed by CONTRACTOR, COUNTY agrees to pay CONTRACTOR:

The total sum of Ø Ø Ø Ø Ø DOLLARS (\$ Ø Ø) for services as described above. The total sum to be paid to CONTRACTOR includes all labor, materials, travel and other expenses to be incurred by CONTRACTOR in the performance of the services described herein. Payment shall be made upon submission of a formal claim approved by the appropriate official of the County Department described in the Preamble of this AGREEMENT, as follows:

[] Total sum to be paid upon completion of services,
or

[] Incremental payments based on the following schedule:
NO PAYMENTS. ARRANGEMENTS TO BE MADE WITH
SCHOOL GROUPS

Invoices

Section 4.02. CONTRACTOR shall submit invoices for all services being rendered from the CONTRACTOR to the COUNTY.

Date for Payment of Compensation

Section 4.03. Payment shall be made within 45 days of invoices being submitted from the CONTRACTOR to the COUNTY.

Expenses

Section 4.04. CONTRACTOR shall be responsible for all costs and expenses incident to the performance of services for COUNTY, including but not limited to, all costs of equipment provided by CONTRACTOR, all fees, fines, licenses, bonds or taxes required of or imposed against CONTRACTOR and all other of CONTRACTOR'S costs of doing business. COUNTY shall not be responsible for any expense incurred by CONTRACTOR in performing services for COUNTY.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

Tools and Instrumentalities

Section 5.01. CONTRACTOR will supply all tools and instrumentalities, required to perform the services under this AGREEMENT. CONTRACTOR is not required to purchase or rent any tools, equipment or services from COUNTY.

Section 5.02. COUNTY shall not provide working space, supplies, materials or other such support to CONTRACTOR in the performance of the services and tasks as described herein.

Indemnification of Liability

Section 5.03. CONTRACTOR shall indemnify and hold COUNTY harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of CONTRACTOR or CONTRACTOR'S assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. CONTRACTOR agrees to maintain a policy of liability insurance in the minimum amount of 0 0 0 0 0 WAIVED (\$ 000WAIVED) to cover any such claims.

Workers' Compensation

Section 5.04. CONTRACTOR shall provide Workers' Compensation insurance as required by the State of California for all services provided hereunder.

Assignment

Section 5.05. CONTRACTOR understands that COUNTY retained the services of CONTRACTOR because of CONTRACTOR'S reputation and expertise in his or her field and, therefore, neither this AGREEMENT nor any duties or obligations under this AGREEMENT may be assigned by CONTRACTOR without the prior written consent of COUNTY.

State and Federal Taxes

Section 5.06. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular:

COUNTY will not withhold FICA (Social Security) from CONTRACTOR'S payments;

COUNTY will not make state or federal unemployment insurance contributions on behalf of CONTRACTOR;

COUNTY will not withhold state or federal income tax from payment to CONTRACTOR;

COUNTY will not make disability insurance contributions on behalf of CONTRACTOR;

COUNTY will not obtain workers' compensation insurance on behalf of CONTRACTOR.

ARTICLE 6. OBLIGATIONS OF COUNTY

Cooperation of COUNTY

Section 6.01. COUNTY agrees to comply will all reasonable requests of CONTRACTOR (and provide access to all documents reasonably) necessary to the performance of CONTRACTOR'S duties under this AGREEMENT.

Assignment

Section 6.02. Neither this AGREEMENT nor any duties or obligations under this AGREEMENT may be assigned by CONTRACTOR without the prior written consent of COUNTY.

ARTICLE 7. TERMINATION OF AGREEMENT

Termination on Occurrence of Stated Events

Section 7.01. This AGREEMENT shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of CONTRACTOR;
2. Death of CONTRACTOR.

Termination by COUNTY for Default of CONTRACTOR

Section 7.02. Should CONTRACTOR default in the performance of this AGREEMENT or materially breach any of its provisions, COUNTY, at COUNTY'S option, may terminate this AGREEMENT by giving written notification to CONTRACTOR.

Termination for Failure to Make Agreed Upon Payments

Section 7.03. Should COUNTY fail to pay CONTRACTOR all or any part of the compensation set forth in Article 4 of this AGREEMENT on the date due, CONTRACTOR, at the CONTRACTOR'S option, may terminate this AGREEMENT if the failure is not remedied by COUNTY within thirty (30) days from the date payment is due.

ARTICLE 8. GENERAL PROVISIONS

Notices

Section 8.01. Any notices to be given hereunder by either PARTY to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepared with return receipt requested. Mailed notices shall be addressed to the PARTIES at the addresses appearing below, but each PARTY may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

COUNTY:	James F. Evans, Director
	Mariposa County HCDA
	P.O. Box 39 Mariposa CA 95338

CONTRACTOR:	Paul Beard
	2438 Oliver Creek Road
	Mariposa CA 95338

Entire Agreement of the PARTIES

Section 8.02. This AGREEMENT supersedes any and all agreements, either oral or written, between the PARTIES hereto with respect to the rendering of services by CONTRACTOR for COUNTY and contains all the covenants and agreements between the PARTIES with respect to the rendering of such services in any manner whatsoever. Each PARTY to this AGREEMENT acknowledges that no

representations, inducements, promises, or agreements, orally or otherwise, have been made by any PARTY, or anyone acting on behalf of any PARTY, which are not embodied herein, and that no other agreement, statement, or promise not contained in this AGREEMENT shall be valid or binding. Any modification of this AGREEMENT will be effective only if it is in writing signed by the PARTY to be charged.

Partial Invalidity

Section 8.03. If any provision in this AGREEMENT is held by a court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Attorneys' Fees

Section 8.04. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this AGREEMENT, the prevailing PARTY will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that PARTY may be entitled.

Governing Law

Section 8.05. This AGREEMENT will be governed by and construed in accordance with the laws of the State of California.

Executed at Mariposa, California, on the date and year first above written.

COUNTY:

CONTRACTOR:

Garry R. Parker
Garry R. Parker, Chairman
Board of Supervisors

Paul M. Beard

Date: 3-22-95

Date: March 9- 1995

Social Security or Taxpayer Identification
Number NOT APPLICABLE. NO PAYMENT.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Jeffrey G. Green
JEFFREY G. GREEN, County Counsel

EXHIBIT A

- 1) Contractor to conduct tours of the County Courthouse for educational institutions.
- 2) Contractor shall notify the Housing and Community Development Agency Director of the date and time of the tours.
- 3) Contractor shall conduct tours in such a manner that does not disrupt operations in the Courthouse.