

DEPARTMENT: Human Services/CA&HA

BY: Cheryle Rutherford-Kelly
PHONE: 966-2442

RECOMMENDED ACTION AND JUSTIFICATION:

It is respectfully recommended that your Board: (1) permit this Department to enter into a contract with Patti Reilly for project and fiscal assistance; and (2) authorize your Chairman to sign the contract.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Please See Attached Memo.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Please See Attached Memo.

Financial Impact? () Yes (X) No	Current FY Cost: \$	Annual Recurring Cost: \$
Budgeted In Current FY? (X) Yes () No () Partially Funded		
Amount in Budget: \$ _____		List Attachments, number pages consecutively
Additional Funding Needed: \$ _____		Board Memo, Page 1
Source:		Personal Service Agreement, Pages 2-8
Internal Transfer _____		_____
Unanticipated Revenue _____ 4/5's vote		_____
Transfer Between Funds _____ 4/5's vote		_____
Contingency _____ 4/5's vote		_____
() General () Other		_____

CLERK'S USE ONLY:

Res. No. 03-259 Ord. No. _____
Vote - Ayes: 5 Noes: _____
Absent: _____
hww) Approved
() Minute Order Attached () No Action Necessary

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

Date: _____
Attest: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California
By: _____
Deputy

COUNTY ADMINISTRATIVE OFFICER:

Requested Action Recommended
 No Opinion
Comments: _____

CAO: RH



**MARIPOSA COUNTY
HUMAN SERVICES DEPARTMENT**

P.O. Box 7 • Mariposa, CA 95338 • (209) 966-2131 • Fax (209) 966-5943 -

Alcohol & Drug Community Action Housing Authority Mental Health Public Guardian/Conservator Social Services
CHERYLE RUTHERFORD-KELLY, MSW, DIRECTOR

June 25, 2003

TO: Members, Board of Supervisors
FROM: Cheryle Rutherford-Kelly
RE: Authorization to Enter into a Professional Contract with Patti Reilly for Project and Fiscal Oversight of the Community Action/Housing Department

Recommendation

It is respectfully recommended that your Board: (1) permit this Department to enter into a contract with Patti Reilly for project and fiscal assistance; and (2) authorize your Chairman to sign the contract.

Background / Current Situation

Jen Garcia has terminated her position with this agency effective July 10, 2003. We will be recruiting for the position of Deputy Director and hiring a Contract Manager. In the interim, when Ms. Garcia leaves the agency, there will be no managerial or fiscal oversight available in Community Action/Housing. Other Human Service managers who are capable of providing leadership for that division are already very heavily assigned.

Until we can hire good managers for Community Action and Housing, an individual contractor is needed who has the accounting and interpersonal skill necessary to assist with the management of the division on a day to day basis. We have far too much money and too many projects to allow the program to drift even on an interim basis.

Patti Reilly has the accounting skill necessary to keep our records at the required GAAP (generally acceptable accounting principles) level. She also has the interpersonal skill necessary to work with state representatives who call for a myriad of reports and information.

It is proposed that this contract be for a six month period, automatically renewable, until a Deputy Director and Contract Manager are hired for the division.

Financial

The division manages multiple projects in Calaveras and Mariposa County and is responsible for the Housing Authority of Mariposa County. The departmental budget averages \$1.8 Million plus an available voucher budget of \$1 (+-) Million.

A personal service contract has been prepared. That contract includes a flat monthly fee of \$4,300. We anticipate renewing the contract on a month by month basis. It is estimated that the contractor will be needed for at least six months. This money to pay the contractor was budgeted to cover the costs of the Deputy Director. There is no impact on the general fund.

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 Patti Reilly, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY is in the need of specialized services to be provided to Human Services, Community Action and Housing Programs, and

WHEREAS, CONTRACTOR is qualified and desires to provide specialized services to the County Human Services 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 July 8, 2003 and shall be renewed monthly over the next six months 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 fiscal and project management services as described on Exhibit "A" attached hereto.

ARTICLE 4. COMPENSATION

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

The sum of \$4,300 per month for services as described above and in Attachment A. 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:

Incremental payments based on the following schedule:

Monthly through contract termination.

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

Date of Payment of Compensation

Section 4.03. Payment shall be made 10 days from the date 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 service 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 CONTRACTOR'S costs of doing business. COUNTY shall not be responsible for any expenses incurred by CONTRACTOR in performing services for COUNTY except travel expenses to and from Sacramento if such travel is requested and authorized by the Human Services Director.

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, including all claims relating to the injury or death of any person or damage to any property.

Workers' Compensation

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

Assignment

Section 5.05 CONTRACTOR understands that COUNTY retained the services of CONTRACTOR because of CONTRACTORS' expertise in 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 the CONTRACTOR.

ARTICLE 6. OBLIGATIONS OF COUNTY

Cooperation of County

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

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 prepaid 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: Mariposa County
 P.O. Box 7
 Mariposa, Ca. 95338

CONTRACTOR Patti Reilly
 Yosemite, Ca. 95389

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.

Attorney's 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

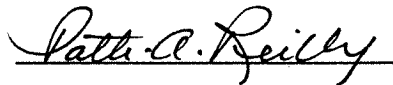
Section 8.05. This AGREEMENT will be governed by and construed in accordance with the laws of the State of California.

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

COUNTY:

CONTRACTOR:





Bob Pickard, Chairman
Board of Supervisors
Date: 7/14/03

Contractor Signature
Date: 7/9/03
Social Security or Taxpayer Identification
Number 573 68 1453

APPROVED AS TO FORM AND LEGAL SUFFICIENCY;


JEFFREY G. GREEN, County Counsel

Scope of Services Exhibit A

The contractor, Patti Reilly, agrees to perform project and fiscal oversight of the Community Action/Housing Division within the Human Services Department. In all aspects of the job, the contractor will use best practice approaches that meet industry standard. Ms. Reilly will provide professional accounting, fiscal control and project management in accordance with normally acceptable practice and, in all cases, at GAAP (Generally Accepted Accounting Principles) level.

Contractor will assist the Department of Human Services, Community Action and Housing Division, with the following matters:

Account for all monies within the division and guide the work of account clerks working on the various projects operational within the division.

As requested, assist fiscal and accounting staff with complex claiming and reporting procedures;

Ascertain that all fiscal and program reports are accurate and timely;

Work with state representatives and their program and fiscal staff to provide information; assure them that all reports will be accurate and timely during the transition from one manager to the next.

Work with community based organizations who have secured project money from Community Action to assist them with their cash flow and program reports.

Keep the Deputy Director of Social Service and the Human Service Director aware of any challenges between employees or divisions. The management of staff will be the responsibility of the Human Service managers.

Ascertain that workshops for clients are taking place as scheduled and advise the two individuals noted above of progress and concerns.

Assist staff with year end close out of the fiscal books as necessary. Reconcile with the Auditor-Controller.

Provide liaison between the projects in Community Action/Housing and the County Auditor-Controller.

Provide other fiscal and project analysis as requested.