

**EXHIBIT A  
PUBLIC WORKS ADMINISTRATION SERVICES**

1. **Designated Representative.** County Director of Public Works, or his/her designee, at (805) 568-3010 is the representative of the Santa Barbara County Public Works Department (hereafter “County Public Works”) and will administer this AGREEMENT for and on behalf of County Public Works. City Manager, or his/her designee, at (805) 684-5405, is the authorized representative for City of Carpinteria (hereafter CITY) and will administer this AGREEMENT for and on behalf of City. Changes in Designated Representatives shall be made only after advance written notice to the other party.
2. **Notices.** Any notice or consent required or permitted to be given under this AGREEMENT shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY Public Works                      Public Works Director  
   123 East Anapamu Street  
   Santa Barbara, CA 93101-2057

To CITY:    City Manager, City of Carpinteria  
   5775 Carpinteria Avenue  
   Carpinteria, CA 93013

**3. Standard Services.**

- A. **Service.** The Santa Barbara COUNTY PUBLIC WORKS DEPARTMENT (hereinafter "COUNTY PUBLIC WORKS") shall deliver Public Works Administration services , including assistance with the planning, organizing, and directing of all services provided by the Public Works Department and the day-to-day operations of City Public Works programs, including but not limited to the Capital Improvement Program, Street and Right-of-Way Maintenance, Transportation, Parking & Lighting, and Solid Waste Disposal, all at the direction of the City Manager including planning, organization, and scheduling of such services. Services also include management of a variety of professional services, capital improvement and maintenance contracts, and providing staff support to the Traffic Safety Committee and the Tree Advisory Board, and attendance at a variety of meetings, as needed, including but not limited to community meetings and workshops, the Inter-Departmental Advisory Group, Planning Commission and City Council.
- B. **Compensation of County.** COUNTY PUBLIC WORKS will be reimbursed for all expenses incurred for services provided to CITY, and COUNTY PUBLIC WORKS will invoice CITY directly for all services on a monthly basis.

COUNTY invoices shall include the number of hours worked, the project title or number the hours are assigned to, and a description of the work performed for each project.

**4. General Provisions.**

- A. Initiation and Administration of Services.** City shall have authority to determine the time, manner and extent of services to be provided. County shall provide City with an estimate of time and cost upon request. It is estimated that the effort to complete the services outlined in this AGREEMENT will not exceed 60% of the Civil Engineer Specialist's/Project Manager's time based on a 40 hour per week schedule.
- B. Supervision.** Subject to the terms of this AGREEMENT, COUNTY PUBLIC WORKS shall retain exclusive authority over the activities of its personnel working within the CITY. The planning, organization, scheduling, direction, supervision, and standards of performance of COUNTY PUBLIC WORKS personnel, and all other related matter incidental to the delivery of services to the CITY shall be as determined by the CITY. COUNTY PUBLIC WORKS will be responsible for any necessary disciplinary actions.
- C. Mutual Cooperation.** To facilitate efficient and effective delivery of services under this AGREEMENT, COUNTY PUBLIC WORKS shall have full cooperation and assistance from CITY, its officers, agents, and employees, and CITY shall likewise have full cooperation and assistance from COUNTY PUBLIC WORKS, its officers, agents, and employees.
- D. Staffing.** Except as otherwise provided for in this AGREEMENT, the minimum staffing for the provision of services rendered under this AGREEMENT for the term of this AGREEMENT shall be one Civil Engineer Specialist/Project Manager; hourly rate \$126.54, which includes all charges such as overhead, etc. Any additional staffing and the hourly rates therefore shall be as agreed by the parties.

The minimum staffing will be constant for the term of this AGREEMENT, with adequate coverage provided for vacation time, sick leave, disability leave, and other paid and unpaid leave time ("leave"). When the Civil Engineer Specialist/Project Manager providing services under this Agreement is on leave, at CITY'S request COUNTY PUBLIC WORKS shall provide another employee of equivalent qualifications to provide services to CITY.

**E. Personnel.**

- 1) Status of Employees. All persons employed by COUNTY PUBLIC WORKS in the performance of services and functions for CITY pursuant to this AGREEMENT shall remain COUNTY PUBLIC WORKS

employees. Except as otherwise provided herein, no person employed by COUNTY PUBLIC WORKS shall have any rights to pension, civil services, or other status or rights from CITY by virtue of this AGREEMENT and no person employed by CITY shall have any rights to pension, civil services, or other status or rights from COUNTY PUBLIC WORKS by virtue of this AGREEMENT.

- 2) No CITY Liability for Compensation. CITY shall not assume any liability for the direct payment of any salaries, wages or other compensation to any COUNTY PUBLIC WORKS personnel performing services hereunder for CITY. Except as otherwise specified herein, CITY shall not be liable for Workers' Compensation claims or indemnify to any COUNTY PUBLIC WORKS employee for injury or illness arising out of his or her employment with COUNTY PUBLIC WORKS.
- 3) Orientation. COUNTY PUBLIC WORKS shall provide personnel assigned to CITY, pursuant to the terms of this AGREEMENT, with appropriate orientation regarding the special needs and circumstances of CITY.

**F. Maintenance of Records.** COUNTY PUBLIC WORKS shall keep reasonably detailed records showing the hours and classifications of the employees involved in performing services under this AGREEMENT. Such records shall be maintained by COUNTY PUBLIC WORKS pursuant to COUNTY PUBLIC WORKS practice and as required by law, and shall be available to CITY for inspection during COUNTY PUBLIC WORKS' regular business hours and after reasonable prior notice to COUNTY PUBLIC WORKS. Copies of such records shall be provided to CITY upon request by authorized CITY staff.

**G. Final Decision-Making Responsibility.** The final responsibility and final Authority on all decisions concerning any projects and maintenance activities for which the CITY is the permitting authority, or lead agency for environmental review purposes lies in the sole discretion of the CITY.

**H. County Public Works Duty to the City.** COUNTY PUBLIC WORKS understands and agrees that its responsibility to provide all services, tasks, and duties under this AGREEMENT is owed solely to the CITY and that its accountability under this AGREEMENT shall likewise be solely to the CITY and not to any third party.

**I. Reports, Maps, and Documents.** All reports, studies, exhibits, maps, agreements, data, and other work, materials, and documents prepared or used to prepare COUNTY PUBLIC WORKS work product under this AGREEMENT

shall be the property of CITY and shall be turned over to CITY upon completion or termination of this AGREEMENT. CITY may use, duplicate, disclose and/or disseminate, in whole or in part, in any manner it deems appropriate, COUNTY PUBLIC WORKS work product.