

**SANTA BARBARA COUNTY
BOARD AGENDA LETTER**



Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Agenda Number:
Prepared on: 11/21/02
Department Name: Planning & Development
Department No.: 053
Agenda Date: 12/10/02
Placement: Administrative
Estimate Time:
Continued Item: NO
If Yes, date from:

TO: Board of Supervisors

FROM: Dianne Meester
Interim Director

STAFF CONTACT: John Keairns
Interim Deputy Director

SUBJECT: Employment Agreement between the County of Santa Barbara
and Jack Barnes for Electrical Inspections of Oil & Gas Facilities

Recommendation(s):

That the Board of Supervisors:

Execute the attached Employment Agreement between the County of Santa Barbara and Jack Barnes for a period of one year and six months commencing on January 1, 2003 and terminating on June 30, 2004, to perform electrical inspections of oil and gas facilities and electrical plan checking as needed. This contract is not-to-exceed \$50,000.

Alignment with Board Strategic Plan:

The recommendations(s) are primarily aligned with Goal #2, "A safe and healthy community in which to live, work, and visit".

Executive Summary and Discussion:

The demand for electrical inspections in the oil & gas area requires outside expertise. In previous years electrical inspectors from outside Santa Barbara County have performed oil field electrical inspection work. We did not go out to bid for this contract because Jack Barnes is a qualified electrical inspector specializing in oil and gas plant installations whom has lived and worked in the county for the last 35 years.

Mandates and Service Levels:

No change in county programs or service levels.

Fiscal and Facilities Impacts:

This position is budgeted for Fiscal Year 2002/03. All costs are offset with revenue received from the oil companies for the inspections. This change does not result in a budget revision.

Special Instructions:

Concurrence:

Auditor-Controller
County Counsel

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EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made by and between the

COUNTY OF SANTA BARBARA, a political
Subdivision of the State of California,
Hereinafter "COUNTY"

and

JACK BARNES, hereinafter
"CONTRACTOR";

in consideration of the mutual covenants and conditions contained in this EMPLOYMENT AGREEMENT, hereinafter "Agreement", COUNTY and CONTRACTOR agree as follows:

1. **TERM**: The term of this Agreement shall be for a period commencing on January 1, 2003, and terminating on June 30, 2004; subject to other provisions for termination and extension as herein contained.

2. **CONTRACTOR'S DUTIES**: CONTRACTOR shall perform design review and inspection for new electrical systems at Oil and Gas Facilities/Pipelines and modifications to these existing facilities. CONTRACTOR will perform electrical maintenance and electrical audits for existing facilities/pipelines. CONTRACTOR will perform electrical plan checking as needed for Building and Safety submittals-Non Oil and Gas. The review will include the following elements, but is not limited to, electrical single line diagrams, area classifications, third party certification reports, grounding details and voltage surge protection, cathodic protection systems, panel schedules, cable and conduit schedules, instrument details for detectors and alarms, power system reliability, control room and support building facilities, valve vault and communication vault details and operation for electrical instruments and process control.

CONTRACTOR may, as directed by the Building Official, perform additional duties in areas for which he has demonstrated competence.

CONTRACTOR shall report to the COUNTY Planning and Development, Oil & Gas Supervisor, or designee. Evaluation of CONTRACTOR'S services may be conducted by COUNTY on a regular on-going basis, and CONTRACTOR agrees to participate fully in the evaluation process.

3. **COMPENSATION**: COUNTY shall pay CONTRACTOR for professional services performed pursuant to this Agreement, payable bi-weekly upon submission of a signed time card. Payment shall be subject to deductions and withholdings of State and Federal taxes as required by law. The base compensation under this Agreement shall be \$50,000 for approximately 1040 hours of work for a eighteen (18) month period, or \$50 per hour; subject to adjustment as hereinafter set forth.

4. **STATUS AS CONTRACTOR**: CONTRACTOR understands and agrees that he is not eligible for membership in, or any benefits from, any COUNTY group insurance plan, or any other benefits accruable to an employee in the classified service of COUNTY. CONTRACTOR is responsible for all professional licensing fees, subscriptions to journals, and all other professional expenses not specifically detailed in this Agreement. CONTRACTOR further understands and agrees that his term of employment is governed by this Agreement, and that no right of tenure is created hereby, and that he does not hold a position in any department or office of the COUNTY. CONTRACTOR'S service to the COUNTY under this Agreement is authorized pursuant to Government Code § 31000.

5. **VEHICLE OPERATION**: CONTRACTOR shall be permitted to use COUNTY vehicles as required for performing services for COUNTY and shall maintain a valid California driver's license during the term of this Agreement.

6. **INDEMNITY AND INSURANCE**: COUNTY shall, at its own expense, maintain, during the term of this Agreement, insurance coverage for CONTRACTOR'S benefit, or otherwise. COUNTY shall defend, indemnify, and hold harmless CONTRACTOR against any claims, suits or judgments arising out of CONTRACTOR'S professional services performed under this Agreement. CONTRACTOR shall bear the cost of his own defense and liability for any acts or omissions arising outside the scope of this Agreement. Nothing contained herein shall be deemed to increase COUNTY'S liability beyond limitations set forth by law.

7. **ASSIGNABILITY**: CONTRACTOR shall not assign this Agreement or any duties of CONTRACTOR contemplated herein without the written consent of COUNTY.

8. **NON-DISCRIMINATION**: CONTRACTOR and COUNTY shall comply with all applicable laws, ordinances, statutes, and regulations prohibiting unlawful discrimination in the execution of this Agreement.

9. **TERMINATION**: Either party to this Agreement may, prior to its expiration, terminate this Agreement for any reason by giving thirty (30) days written notice to the other party. Upon the material breach of the terms and conditions of this Agreement, the non-breaching party shall have the right to terminate this Agreement by mailing written notice of termination to the other party.

10. **NOTICES**: Any notice or consent required or permitted under this Agreement shall be given to the respective parties in writing by first class mail, postage prepaid, or otherwise delivered as follows:

COUNTY: John Keairns
Planning and Development
123 E. Anapamu St.
Santa Barbara, CA 93101

CONTRACTOR: Jack Barnes
5522 Cathedral Oaks Road
Santa Barbara, CA 93111

11. **AMENDMENTS**: This Agreement shall only be amended by a written mutual agreement, which shall be approved by the County's Board of Supervisors.

12. **EVALUATION**: A written evaluation of CONTRACTOR'S work performance shall be prepared by COUNTY prior to the expiration of this Agreement and any renewal hereof.

13. **EXTENSION OF TERM**: If CONTRACTOR has not provided the total number of hours contemplated in Section 3, **COMPENSATION**, the term of this Agreement may be extended at the sole option of COUNTY. Such extension shall extend for a period reasonably necessary to complete the work hours contemplated herein, and shall be subject to the same terms and conditions existing at the time of extension.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Employment Agreement by the respective authorized officers as set forth below.

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By _____
Chair, Board of Supervisors

By: _____
Deputy

Date: _____

"CONTRACTOR"
Jack Barnes

By: _____

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

APPROVED AS TO ACCOUNTNG FORM:
ROBERT W. GEIS, C.P.A.
AUDITOR-CONTROLLER

By: _____

By: _____