



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

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

Department Name: General Services
Department No.: 063
For Agenda Of: 11/7/2006
Placement: Administrative
Estimate Time:
Continued Item: NO
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: Department Director(s) Robert Nisbet, Director (568-1011)
General Services Department
Contact Info: Paddy Langlands, Asst. Director (568-3096)
General Services Department
SUBJECT: Contractor on Payroll (COP) Contract for Scott Hosking in the General Services, Support , Capital Projects division.

County Counsel Concurrence:

As to form: Yes No N/A

Auditor-Controller Concurrence:

As to form: Yes No N/A

Other Concurrence: Risk Management

As to form: Yes No N/A

Recommended Action(s):

That the Board of Supervisors approve the Professional Services Contract with Scott Hosking as Project Manager in the Capital Projects division of General Services Department for the period November 3rd, 2006 through June 30th, 2008.

Summary:

General Services, Capital Projects Division currently has Mr. Hosking working on capital projects and he is working in the capacity of "Independent Contractor". Over the past year the manner in which the work has evolved no longer meets the Internal Revenue Service (IRS) definition of an "Independent Contractor", secondly this type of work is cyclical and does not warrant a full time position. To correct this, the hiring condition should be changed to "Contractor on Payroll".

Background:

Since September 2005 Mr. Hosking has been working on several Capital Projects (ADMHS building, Public Defender remodel, La Morada, Santa Barbara Boys Camp modular). Mr. Hosking has been working as an "independent contractor". On October 3rd the County's Human Services Department presented a board letter showing that from time to time there are certain situations where Contractor on Payroll is the appropriate way to contract labor. This is the case on this contract where volume of work for the construction of new buildings and large remodels varies significantly over several years and it is during times of increased activity that it is advantageous for the County to fill the need with a Contractor

Contractor **on Payroll (COP) Contract for Scott Hosking in the General Services, Support , Capital Projects division.**

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on Payroll position. This Contract and any possible renewals are timed to terminate coinciding with the reduction of building activity to the level that existing staff can cope with.

General Services recommends that the Board approve the contract between the County and Mr. Hosking.

CEO Human Resources has reviewed the compensation recommendation for the position and concurs.

Fiscal and Facilities Impacts:

Budgeted: Yes No

This position pays for itself by bill hours worked against the projects that they work on.

Fiscal Analysis:

<u>Funding Sources</u>	<u>Current FY Cost:</u>	<u>Annualized On-going Cost:</u>	<u>Total One-Time Project Cost</u>
General Fund	\$ 42,701.00	\$ 64,594.00	
State			
Federal			
Fees			
Other:			
Total	\$ 42,701.00	\$ 64,594.00	\$ -

Narrative:

Staffing Impact(s):

Legal Positions:

0

FTEs:

1

Special Instructions:

After Board action, distribute as follows:

Original document to Boards Official File

Duplicate original document and minute order to Grady Williams, Capital Projects Manager

Attachments:

Contract between County of Santa Barbara and Mr. S Hosking

Authored by:

Paddy Langlands 568-3096

cc:

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
COUNTY OF SANTA BARBARA GENERAL SERVICES DEPARTMENT
AND
Scott Hosking**

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter "COUNTY") and Scott Hosking (hereafter "CONTRACTOR") wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** Grady Williams, County Capital Projects Manager at telephone number (805) 568-3083 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Scott Hosking at telephone number (805) 568-2622 is the authorized representative for CONTRACTOR. 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: County Capital Projects Manager
 General Services Department
 County of Santa Barbara
 1105 Santa Barbara Street
 Santa Barbara, CA 93101

To CONTRACTOR: Scott Hosking
 633 W Ortega St, Unit B
 Santa Barbara, CA 93101

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to have been received five (5) days following their deposit in the U.S. Mail.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with Exhibit A attached hereto and incorporated by reference herein.
4. **TERM.** CONTRACTOR shall commence performance on November 3rd, 2006 and end performance upon completion, but no later than June 30, 2008 unless otherwise directed by COUNTY or unless earlier terminated.
5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for professional services under this Agreement in accordance with the terms of Exhibit B attached hereto and incorporated herein by reference. Payment shall be made upon biweekly submission of a timesheet, which shall be subject to deductions and include withholding of State, and Federal taxes as required by law. The maximum reimbursement under this Agreement shall not be exceeded during the term of this Agreement without a written notice from COUNTY.

All invoices or other payment documents, excluding the biweekly time card, must include the Agreement number. If the invoice does not properly reference the Agreement number, those invoices may be returned delaying payment.

CONTRACTOR agrees that the COUNTY may, at any time during normal working hours and up to three years after the termination of this Agreement, review or audit records, manuals or procedures regarding performance of this Agreement.

COUNTY will conduct evaluation of CONTRACTOR's services on a regular on-going basis and CONTRACTOR agrees to participate fully in the evaluation procedure.

6. **CONTRACTOR ON PAYROLL.** Unless specifically stipulated by COUNTY in attached Exhibit B, CONTRACTOR understands and agrees that he/she is not, and will not, be eligible for membership on or any benefits from any COUNTY group plan or hospital, surgical or medical insurance or membership in any COUNTY retirement program; or for paid holidays, vacation, sick leave or other leave except as outlined in Exhibit B; or any other job benefits accruable to an employee in the classified services of the COUNTY except for worker's compensation and unemployment insurance. CONTRACTOR is responsible for licensure fees, subscriptions to journals and other professional expenses not specifically detailed in this Agreement.

CONTRACTOR may be permitted to use COUNTY vehicles as part of his/her assignment and shall maintain a valid California Driver's License.

CONTRACTOR understands and agrees that his/her term of employment is governed solely by this Agreement; that no right of tenure is created hereby; and that he/she does not hold a position in any department or office of the COUNTY and that his/her services to the COUNTY under this Agreement is authorized pursuant to Government Code, Section 31000.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that he has the skills, expertise and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and professional manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY's request without additional compensation.

If CONTRACTOR or his/her agents and employees are required by professional or State agencies to be licensed or certified in order to provide services pursuant to this Agreement, CONTRACTOR warrants that such persons are, and continue to be, licensed or certified for the entire term of this Agreement. Services provided by unlicensed or uncertified persons shall not be compensated, and s/he may be liable for civil damages and subject to criminal prosecution.

8. **TAXES.** The COUNTY shall pay CONTRACTOR for professional services pursuant to this Agreement, payable upon biweekly submission of a time card, which shall be subject to deductions and include withholding of State and Federal taxes as required by law.
9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, CONTRACTOR shall employ no person having any such interest.
10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.
11. **OWNERSHIP OF DOCUMENTS.** COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.
No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and other use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.
13. **INDEMNIFICATION AND INSURANCE.** As a Contractor on Payroll, COUNTY will defend and indemnify CONTRACTOR against any claim, lawsuit, or judgment arising out of CONTRACTOR's duties under this Agreement with COUNTY pursuant to Government Code Section 825. CONTRACTOR agrees to notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.
14. **NONDISCRIMINATION.** COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.
15. **NON-EXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR, as the COUNTY desires.
16. **SUBSTITUTION AND ASSIGNMENT.** If CONTRACTOR is temporarily unable to provide services as required under this Agreement, CONTRACTOR, upon advance notice, shall attempt to provide a temporary substitute or replacement professional, who is fully licensed and insured as required by this Agreement, and if approved by COUNTY Designated Representative. Except as described above, CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.
17. **TERMINATION.** Either of the parties hereto may, for any reason prior to the expiration date of this Agreement, have the right to cancel and terminate this Agreement upon sixty- (60) day's (or less as mutually agreed between COUNTY and CONTRACTOR) notice in writing to the other. Upon a material breach of the terms and conditions of the Agreement by one of the parties, the non-breaching party (including Designated Representative's superiors) may terminate this Agreement upon the mailing of a written notice of termination to the breaching party. CONTRACTOR shall give written notification as required under this paragraph to the COUNTY Designated Representative. Written notification by COUNTY shall be given to the CONTRACTOR. In the case of material breach by Contractor (for example: gross negligent conduct, malpractice or criminal conduct, etc.) by CONTRACTOR, the Designated Representative or any of his/her superiors may immediately terminate the Agreement.
18. **SECTION HEADINGS.** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.
21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.
22. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such

default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

23. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.
24. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.
26. **CALIFORNIA LAW.** The laws of the State of California shall govern this Agreement. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.
27. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
28. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.
29. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

30. MODIFICATIONS AND MODIFICATION AMOUNTS:

A) Modifications. COUNTY may require changes to this AGREEMENT as required by specific project requirements. COUNTY may at any time, by written addendum to CONTRACTOR, make any changes or additions in the services to be performed hereunder (including changes or revisions to previously approved documents or other elements of services. If such changes or additions cause an increase or decrease in CONTRACTOR'S cost of doing work under this contract, or in the time required for its performance, a mutually agreeable, equitable adjustment shall be made, and this AGREEMENT shall be modified by written Addendum. CONTRACTOR claims for an equitable adjustment shall be submitted in writing to COUNTY and shall include a description of the effect of the change upon CONTRACTOR and the estimated cost and time for the CONTRACTOR to perform the services as changed.

B). Modifications Amounts. COUNTY Board of Supervisors authorizes the Director of General Services to make such modifications as may be required by specific project requirements, to the services under this AGREEMENT and authorize, in writing, changes in the services requiring increased compensation to CONTRACTOR. The County Board of Supervisors must authorize changes requiring increased compensation that exceeds \$5,000 per instance. In no event may any change in compensation be made without written approval by COUNTY in the form of an Addendum. In no event shall CONTRACTOR be entitled to additional time or costs until and unless both parties have entered into a written addendum to this AGREEMENT. CONTRACTOR understands and agrees that this equitable adjustment shall constitute the entire compensation for any changes in time or costs caused by such addendum.

Agreement for Services of Contractor on Payroll Subject to Retirement between the **County of Santa Barbara** and **Scott Hosking**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Chair, Board of Supervisors

Date: _____

By: _____
Deputy

CONTRACTOR

By: _____
Social Security Number: _____

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

APPROVED AS TO FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED:

APPROVED:

By: _____
Bob Nisbet, Director
General Services Department

By: _____
Ray Aromatoria
Risk Manager

EXHIBIT A

STATEMENT OF WORK

SERVICES TO BE PROVIDED. It is agreed that under this Agreement, CONTRACTOR shall provide professional project management services including, administration, analysis, development, bidding and management of design and construction projects in the County's classification of "Project Manager".

DEFINITION: Under direction, performs needs assessments, planning, engineering assistance and project management of design and construction of public buildings and improvements; develops project proposals for building design and construction; coordinates construction projects with architects and engineers and with impacted departments, and; performs related work as required.

DISTINGUISHING CHARACTERISTICS: Requires highly skilled and specialized project management of time-limited highly technical projects. Requires management of multi-disciplinary teams made up of professionals from all sectors of the County, external consultants, citizen participation advisors, members assigned from other governmental agencies, non profit organizations, and the private sector.

EXAMPLES OF DUTIES:

1. Directs and manages a multi-disciplinary team in the development of plans, goals, objectives, policies, and procedures for completion of a project in a highly technical field; develops project schedule and budget; reviews project proposal or plan to determine time requirements and allotment of available resources to various phases of the project; establishes work plan and staffing for each phase of the project, and arranges for assignment of project personnel; confers with project staff to outline work plan and to assign duties, responsibilities, and scope of authority; directs and coordinates activities of project personnel to ensure the project progresses on schedule and within prescribed budget; reviews status reports prepared by project personnel and modifies schedule or plan as required; coordinates project activities with activities with government regulatory or other government agencies; coordinates intra and inter departmental matters necessary to expedite the projects; and facilitates and troubleshoots the solution of problems associated with designing, implementing, leading, and completing projects.
2. Establishes and maintains contacts with internal and external stakeholders, boards, committees, and commissions to provide information, garner acceptance and support of the project, and ensure that the project meets customer needs; chairs project management meetings; prepares project reports for the Department and County Executive Office, commissions, and other legislative bodies; prepares press releases and gives interviews to the media to explain the project; serves as the County's principal point of contact for customers such as developers, property owners and tenants, vendors, builders, citizen groups, and the public responding to inquiries; and provides information pertaining to the status of projects undergoing County review.
3. Confers with management and provides technical advice on the potential impacts of the project on such areas as organization, staffing, processes, and budget and to assure smooth functioning of newly implemented systems or procedures.

EXHIBIT B
Contractors On Payroll Subject to Retirement

COMPENSATION. The COUNTY shall pay CONTRACTOR for professional services pursuant to this Agreement, payable upon biweekly submission of a time card, which shall be subject to deductions and include withholding of State and Federal taxes as required by law. In no event shall the compensation payable exceed the total sum of \$42,700 in Fiscal Year 2006-2007, and \$69,399 in Fiscal Year 2007-2008 for a contract total of \$112,099, for approximately 1280 hours in the current Fiscal Year and 2080 hours for the second, full Fiscal Year of this Agreement without written amendment. For purposes of computing benefits, CONTRACTOR shall be considered a FTE (Full Time Equivalent) CONTRACTOR. Funding for this contract is in Fund 0001, Department 063, Program 1230.

The costs associated with the not to exceed amount of \$112,099 payable to the Contractor of this contract are based as follows:

- 06/07 \$39,431 for the contractor's salary less paid leave (approximately 1182 hours at \$33.36 per hour) paid via payroll
- 06/07 \$3,270 for 98 hours of paid leave paid via payroll
- 07/08 \$64,061 for the contractor's salary at 100% FTE less paid leave (approximately 1920 hours at \$33.36 per hour) paid via payroll.
- 07/08 \$5,338 for 160 hours of paid leave paid via payroll.

The approximate additional costs to the County associated with any benefits provided under II, Benefits, are calculated at \$10,669 for 06/07 and \$ 17,349 07/08 for Employer's FICA, Medicare, Retirement, Worker's Compensation Insurance and Unemployment Insurance and do not represent additional compensation to the Contractor.

I. HOURLY RATE

The COUNTY shall pay CONTRACTOR for professional services at the rate of \$33.36 coded as "CSR" or paid leave coded as "CPL" per hour, or as changed by contract amendment from time to time.

II. BENEFITS

In accordance with this agreement, CONTRACTOR benefits shall be limited to:

- A. COUNTY's share of FICA, also known as Social Security.
- B. COUNTY's share of Federal Medicare Health Insurance.
- C. County Worker's Compensation Insurance.
- D. State Unemployment Insurance.
- E. Travel expenses reimbursement for mileage claims with prior written authorization.
- F. The opportunity to participate in the County's Deferred Compensation Program.

G. PAID LEAVE

For fiscal year 2006-07, Contractor's paid leave shall not exceed ninety eight (98) hours of paid leave (CPL). For fiscal year 2007-08, Contractor's paid leave shall not exceed one hundred and sixty (160) hours of paid leave (CPL). Paid leave shall be taken at a previously arranged mutually agreeable time. Paid leave is fully funded at the start of the contract period and cannot be accrued during the course of the contract or to subsequent contracts. Unused paid leave is not paid to contractor at the end of the contract term. Paid leave includes virtually all leave including, but not limited to, holidays, vacations, sickness, jury duty, and any other absence from work. Subject to the approval of the Designated Representative, a limited amount of paid leave may be taken for the purpose of caring for an immediate family member. Paid leave taken for family purposes may be credited against the amount payable and any approved leave taken in excess of the available paid leave balance will be taken as uncompensated time, consistent with State and Federal law.

H. RETIREMENT BENEFITS

Prorated full-time equivalent as defined in paragraph entitled "COMPENSATION", of the General Plan of the Santa Barbara County

I. HEALTH INSURANCE

Contractors on Payroll do not qualify for health benefits as per Contractor on Payroll policy (September 2006)

III. NONAPPROPRIATION

In the event that no funds or insufficient funds are appropriated and budgeted or otherwise not available for payments in the second, or subsequent years of the Agreement, then COUNTY will immediately contact CONTRACTOR of such occurrence and the Agreement may be terminated by COUNTY. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$25,000) or Purchasing (<\$25,000). See also "Contracts for Services" policy. Form not applicable to revenue contracts.

D1. Fiscal Year.....: FY 2006/2007
D2. Budget Unit Number (plus -Bill/-Ship codes in paren's).....:
D3. Requisition Number:
D4. Department Name: General Services
D5. Contact Person.....: Grady Williams
D6. Phone: 568-3083

K1. Contract Type (check one): [X] Personal Service [] Facilities Maintenance/Construction
K2. Brief Summary of Contract Description/Purpose : Project Management Services
K3. Original Contract Amount: not to exceed \$112,099
K4. Contract Begin Date: November 20th, 2006
K5. Original Contract End Date: June 30, 2008

K6. Provide applicable amendment history below:
Seq# Effective Date ThisAmndtAmt CumAmndtToDate NewTotalAmt NewEndDate Purpose (2-4 words)
\$ \$ \$

K7. Department Project Number.....:

B1. Is this a Board Contract? (Yes/No): Yes
B2. Number of Workers Displaced (if any): None
B3. Number of Competitive Bids (if any).....: N/A
B4. Lowest Bid Amount (if bid).....: \$
B5. If Board waived bids, show Agenda Date.....:
B6. ... and Agenda Item Number.....: #
B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶).....: Yes

F1. Encumbrance Transaction Code.....:
F2. Current Year Encumbrance Amount.....: \$42,700
F3. Fund Number: 0001
F4. Department Number: 063
F5. Program Number (if applicable).....: 1230
F6. Account Number.....:
F7. Cost Center number (if applicable):
F8. Payment Terms: Biweekly Timecard

V1. Vendor Numbers (A=uditor; P=urchasing):
V2. Payee/Contractor Name.....: Scott Hosking
V3. Mailing Address.....: 633 W Ortega St, SB 93101
V4. City.....: Santa Barbara
V5. State (two-letter): CA
V6. Zip (include +4 if known).....:
V7. Telephone Number:
V8. Contractor's Federal Tax ID Number (EIN or SSN).....:
V9. Contact Person: Scott Hosking
V10. Workers Comp Insurance Expiration Date: N/A
V11. Liability Insurance Expiration Date[s] (G=enl; P=rofl).....: N/A
V12. Professional License Number.....:
V13. Verified by (name of County staff).....:
V14. Company Type (Check one): [x] Individual [] Sole Proprietorship [] Partnership [] Corporation

This information is complete and accurate as presented. Required concurrences are evidenced by signature on the contract signature page.

Date: _____ Authorized Signature: _____

Scott Hosking
Contractor on Payroll (CON)
(Co of SB PHD Std Terms 4-8-99)