

# 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:** May 25, 2005  
**Department Name:** Planning and Development  
**Department No.:** 053  
**Agenda Date:** June 7, 2005  
**Placement:** Administrative  
**Estimate Time:**  
**Continued Item:** NO  
**If Yes, date from:**  
**Document File Name::** G:\GROUP\Permitting\Case Files\DVP\03 cases\03DVP-00000-00002 Coral Casino\Laura's contract\planner contract Board letter.DOC

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**TO:** Board of Supervisors

**FROM:** Dianne Meester, Assistant Director  
Planning & Development Department

**STAFF CONTACT:** Steve Goggia, Supervising Planner (x2067)  
Laura Bridley, Contract Planner (966-7260)

**SUBJECT:** Employment Agreement between the County of Santa Barbara and  
Laura M. Bridley, AICP to provide contract land use planning services to Planning  
and Development Department

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## Recommendation:

That the Board of Supervisors execute the attached Employment Agreement between the County of Santa Barbara and Laura M. Bridley for a period of 12 months, terminating on June 30, 2006, to provide planning services for the Coral Casino project. This Employment Agreement is not-to-exceed \$50,000.

## Alignment with Board Strategic Plan:

The recommendation is primarily aligned with Goal No. 1 – An Efficient Government Able to Respond Effectively to the Needs of the Community; and actions required by law or by routine business necessity.

## Executive Summary and Discussion:

Ms. Bridley is currently working for the Planning and Development Department as a contract planner on payroll assigned to the Coral Casino Rehabilitation Project. The complexity of this case, along with multiple hearings by both the Montecito Planning Commission and the County's Historic Landmarks Advisory Commission, have required more time by the planner than originally anticipated. At this time, P&D is preparing for an appeal of the MPC's action to the Board, and intends to use Ms. Bridley for this work, as well as follow up Coastal Development Permits.

**Mandates and Service Levels:**

No change in county programs or service levels

**Fiscal and Facilities Impacts:**

The cost is funded by permit revenues and is included in the permitting and compliance program of the 2005-2006 fiscal year recommended budget.

**Special Instructions:**

None

**Concurrence:**

Risk Management  
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

Laura M. Bridley, AICP 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 terminating on June 30, 2006; subject to other provisions for termination and extension as herein contained.

2. **CONTRACTOR'S DUTIES**: CONTRACTOR shall provide advanced journey level planning services on various projects throughout the Planning and Development Department.

CONTRACTOR may, as directed by the Development Review Division Deputy Director, perform additional duties in areas for which she has demonstrated competence.

CONTRACTOR shall report to the COUNTY Planning and Development, Development Review Division Deputy Director, or designee.

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 \$60 per hour; subject to adjustment as hereinafter set forth.

4. **STATUS AS CONTRACTOR**: CONTRACTOR understands and agrees that she 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 her term of employment is governed by this Agreement, and that no right of tenure is created hereby, and that she 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. **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.

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

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

8. **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.

9. **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: Steve Chase  
Planning and Development  
123 E. Anapamu Street  
Santa Barbara, CA 93101

CONTRACTOR: Laura M. Bridley, AICP  
118 Mohawk Road  
Santa Barbara, CA 93109

10. **AMENDMENTS**: This Agreement shall only be amended by a written mutual agreement, which shall be approved by the County's Board of Supervisors. However, COUNTY Director of Planning & Development may make modifications to the project services and authorize, in writing, amendments in the services requiring increased compensation to CONTRACTOR up to a total of \$5,000.00 above the contract amount. For changes requiring additional compensation to CONTRACTOR beyond a total of \$5,000.00 (above contract amount), authorization must be obtained from the Board of Supervisors. In no event may any change in compensation be made without written approval by COUNTY.

11. **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"  
Laura M. Bridley

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: \_\_\_\_\_

