

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: 06/16/2005
Department Name: Planning and Development
Department No.: 053
Agenda Date: 6/28/2005
Placement: Administrative
Estimate Time:
Continued Item: NO
If Yes, date from:

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TO: Board of Supervisors

FROM: Dianne Meester, Assistant Director
Planning & Development Department

STAFF CONTACT: Doug Anthony, Interim Deputy Director
Energy Division, 568-2046

SUBJECT: Employment Agreement between the County of Santa Barbara and Nancy L. Minick to provide advanced journey level planning and supervising services on various projects in the Planning and Development Department as needed in FY 2005-2006.

Recommendation(s): That the Board of Supervisors: Execute the attached Employment Agreement between the County of Santa Barbara and Nancy L. Minick for a period of 12 months, commencing July 1, 2005, to provide journey level planning and supervising services for Planning and Development as needed, for an amount not-to-exceed \$50,000.

Alignment with Board Strategic Plan: The recommendation is primarily aligned with Goal #1, "An efficient government able to anticipate and respond effectively to the needs of the community" and Goal #3, "A strong, professionally managed County organization."

Executive Summary and Discussion: Ms. Minick periodically works for the Planning and Development Department (P&D) as a contractor-on-payroll. She has extensive experience as a project manager and planner for energy and other development projects. P&D employs Ms. Minick's services when our staffing levels temporarily fall short of workload demands. Currently, she is backfilling an Energy Specialist position in the Energy Division, temporarily vacated by Doug Anthony, who was appointed Interim Deputy Director following the reassignment of Mr. Steve Chase to Deputy Director of the Development Review South Division.

We plan to continue to use Ms. Minick's services in the Energy Division until a permanent Deputy Director is appointed. She would further continue in that assignment if filling the Deputy Director's position leaves a vacant Energy Specialist position in the division, and until that position is filled permanently. Afterwards, Ms. Minick would be available, if needed, to supplement staff in the Energy, Development Review South, and Development Review North Divisions.

In accordance with the Employee Contract, Ms. Minick would be compensated on an hourly basis at a rate of \$55.00/hour for planning services and a rate of \$65.00/hour for supervising services during fiscal year 2005-2006. Our estimated “not-to-exceed” budget of \$50,000 makes her available for 769-to-909 hours during the fiscal year, if needed.

Mandates and Service Levels:

No change in county programs. As a contract planner, Ms. Minick helps P&D maintain a sufficient level of service when permanent staffing levels are temporarily less than demand for services.

Fiscal and Facilities Impacts:

FY 2005-2006 proposed budget includes salary and revenue for this contract (budget pages D-294, D-298, and D-304). Expenditures are offset by revenues from both case processing and policy grants.

Special Instructions: Clerk of the Board will send a certified copy of the executed contract to Doug Anthony.

Concurrence:

Risk Manager
Auditor-Controller
County Counsel

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

Nancy L. Minick, 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 July 1, 2005, and 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 and supervising services on various projects throughout the Planning and Development Department..

CONTRACTOR may, as directed by the Planning and Development Department, perform additional duties in areas for which she has demonstrated competence.

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 not exceed \$50,000. Compensation shall be paid at the hourly rates of \$55 per hour for planning services and \$65 per hour for supervising services; 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 CONTRACTOR 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 her 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: Doug Anthony
Planning and Development
30 E. Figueroa St. 2nd floor
Santa Barbara, CA 93101

CONTRACTOR: Nancy L. Minick
4970 La Gama Way
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.

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 _____
Susan Rose, Chair
Board of Supervisors

By: _____
Deputy Clerk

Date: _____

"CONTRACTOR"
Nancy L. Minick

By: _____

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

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

By: _____

By: _____