

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
COUNTY OF SANTA BARBARA CHILD SUPPORT SERVICES
AND
PHILIP KRYDER
June, 2005**

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 Philip Kryder (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.** Shirley Moore, Business Manager for the Child Support Services Department, at telephone number (805) 568-2329 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Philip Kryder, at telephone number (805) 563-0742, 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: Shirley Moore, Business Manager
 Child Support Services Department
 County of Santa Barbara
 4 East Carrillo Street
 Santa Barbara, CA 93101

To CONTRACTOR: Philip Kryder
 3689 Foothill Road
 Santa Barbara, CA 93105

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 be 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 June 20, 2005 and end performance upon completion, but no later than June 30, 2006, 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.

The Designated Representative has the authority to amend the hourly rate for a Cost Of Living Adjustment (COLA). The decision to grant a COLA is left the COUNTY's sole discretion. If COUNTY elects to provide CONTRACTOR with a COLA, the COLA shall be no greater than that afforded to employees of the COUNTY represented by the Service Employees International Union 620 during the term of this Agreement.

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. Evaluation of CONTRACTOR's services will be conducted by COUNTY 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, no person having any such interest shall be employed by CONTRACTOR.

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 shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

CONTRACTOR shall bear the cost of his or her own defense and liability for any act or omission arising from professional duties outside the scope of this Agreement. Nothing contained herein shall be deemed to increase COUNTY'S liability beyond limitations set forth by law.

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 thirty (30) days 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. Written notification as required under this paragraph shall be given by CONTRACTOR 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.** This Agreement shall be governed by the laws of the State of California. 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.

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Agreement for Services of Contractor on Payroll Subject to Retirement between the **County of Santa Barbara** and **Philip Kryder**

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

CONTRACTOR
PHILIP KRYDER

By: _____
Deputy

By: _____
Employee ID Number 444

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

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

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED:
SANDRA SIMONS
DIRECTOR, CHILD SUPPORT SERVICES

By: _____
Director

EXHIBIT A

STATEMENT OF WORK

COUNTY OF SANTA BARBARA CHILD SUPPORT SERVICES

I. PURPOSE/TERM:

The purpose of this contract is to employ a Senior Systems Programming Analyst to manage conversion to State Distribution Unit (SDU) and new CAL-WIN system interfaces. CONTRACTOR shall commence performance against this contract on June 20, 2005. This contract terminates on June 30, 2006 unless otherwise directed by COUNTY or unless earlier terminated.

II. BACKGROUND:

In March 2004, CONTRACTOR transferred from General Services to Child Support Services as a Senior Systems and Programming Analyst on a one-year limited term assignment to manage the conversion of Star-KIDS to CASES child support system. In March 2005 Contract CN-02488 was issued through Purchasing to retain CONTRACTOR services through June 19, 2005 to finalize the conversion activity.

There are two additional major conversion activities taking place in FY2005-06: the conversion to the State Distribution Unit (SDU) in January 2006, followed closely by the implementation of a new CAL-WIN system in March 2006 that is integrated with the Child Support System. Additionally, preparation work is underway for implementation of the new California Child Support Automation Systems (CCSAS) project.

III. DUTIES AND RESPONSIBILITIES:

A. CONTRACTOR shall:

Under the general direction of the Child Support Services Department Director, the Sr. Systems and Programming Analyst (Sr. SPA) acts as local technical Project Manager for conversion to the State Disbursement Unit (SDU), implementation of the new Welfare system (Cal-WIN), and preparation activities for the implementation of the new California Child Support Automation System (CCSAS) project. The Sr. SPA maintains the County local interfaces as well as supports State interfaces. Additionally, the Sr. SPA provides backup for the LAN Administrators, assistance to users and automation-related recommendations to senior management.

Specifically these tasks include:

- Assist in preparing, reviewing and monitoring the project plan for new systems – with emphasis on local interfaces and integration with local business practices.
- Augment the State based systems with local code to enhance local business practices and improve efficiencies.
- Design and test interfaces for conformance with specifications;
- Lead and coordinate the testing of new and revised software and designing and testing interfaces for conformance with specifications.
- Develop, implement and maintain County local interfaces including Social Services, Probation, Sheriff and Auditor-Controller
- Develop and maintain effective working relationships with, and ensuring interests are met for a diverse group of stakeholders involved in this highly complex project environment. Stakeholders include: The State Department of Child Support Services, the CASES Consortium, the California Health and Human Services Data Center, business partners and other vendors, and local county departments.

- Counsel Executive Management regarding various automation alternatives and provide recommendations.

B. County shall:

1. Provide a work area within a county facility.
2. Provide a computer, phone, basic office equipment and supplies.
3. Provide access and reasonable usage of office machines (i.e. fax and copier).
4. Provide basic clerical assistance.
5. Make a county vehicle available to use for business trips.

EXHIBIT B

Contractor On Payroll

COMPENSATION

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. Contractor is currently a retiree from Santa Barbara County and is drawing a retirement allowance. In no event shall the compensation payable exceed the total sum of \$100,000 per fiscal year for the full term of the Agreement. Funding for this contract is in Fund 0057, Department 045, Program 4000, Line Item Account 6177.

I. HOURLY RATE (CON)

The COUNTY shall pay CONTRACTOR for professional services coded as "CON" at the rate of \$39.35 per hour. The total hours of "CON" shall not exceed eighty (80) hours per bi-weekly pay period.

II. BENEFITS

In accordance with this agreement, CONTRACTOR shall receive the following benefits limited to:

- A. County Worker's Compensation Insurance.
- B. State Unemployment Insurance.
- C. Travel expenses reimbursement for mileage claims with prior written authorization.

VI. BILLING AGREEMENT

CONTRACTOR shall not bill third parties for any services, which CONTRACTOR provides to COUNTY. CONTRACTOR shall comply with any written Departmental policy on the subject of conflict of interest.

VII. NONAPPROPRIATION

In the event that no funds or insufficient funds are appropriated and budgeted or otherwise not available for payments in the second, third, and fourth year of the Agreement, then COUNTY will immediately contract 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 contract.

Contract Summary Form:

Contract Number : _____-_____-_____-_____

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000). If less than (<\$100,000) submit a Purchasing Requisition to the Purchasing Division of General Services. See "online purchasing manual" under General Services, Purchasing, Policies and Procedures. Form not applicable to revenue contracts.

- D1. Fiscal Year: FY2005-06
- D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) : 2867
- D3. Requisition Number.....:
- D4. Department Name: Child Support Services
- D5. Contact Person: Shirley Moore
- D6. Phone.....: 568-2329

- K1. Contract Type (check one): Personal Service Capital Project/Construction
- K2. Brief Summary of Contract Description/Purpose : Senior Systems and Programming Analyst
- K3. Original Contract Amount: \$100,000
- K4. Contract Begin Date.....: 06/20/05
- K5. Original Contract End Date: 06/30/06
- K6. Amendment History (leave blank if no prior amendments):

<u>Seq#</u>	<u>EffectiveDate</u>	<u>ThisAmndt</u>	<u>AmtCum</u>	<u>AmndtTo</u>	<u>DateNew</u>	<u>TotalAmt</u>	<u>NewEndDate</u>	<u>Purpose (2-4 words)</u>
- K7. Department Project Number:

- B1. Is this a Board Contract? (Yes/No).....: Yes
- B2. Number of Workers Displaced (if any).....: 0
- B3. Number of Competitive Bids (if any): N/A
- B4. Lowest Bid Amount (if bid): \$N/A
- B5. If Board waived bids, show Agenda Date:
- B6. ... and Agenda Item Number: #
- B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) :

- F1. Encumbrance Transaction Code: 1701
- F2. Current Year Encumbrance Amount: \$
- F3. Fund Number.....: 0057
- F4. Department Number.....: 045
- F5. Division Number (if applicable).....:
- F6. Account Number:
- F7. Cost Center number (if applicable).....:
- F8. Payment Terms.....: Net 30

- V1. Vendor Numbers (A=auditor; P=purchasing): 450975
- V2. Payee/Contractor Name.....: Philip Kryder
- V3. Mailing Address: 3689 Foothill Rd.
- V4. City State (two-letter) Zip (include +4 if known)..... Santa Barbara, CA 93105
- V5. Telephone Number.....: 805-563-0742
- V6. Contractor's Federal Tax ID Number (EIN or SSN).....: 444
- V7. Contact Person.....: Philip Kryder
- V8. Workers Comp Insurance Expiration Date.....: N/A
- V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl): N/A
- V10. Professional License Number: #N/A
- V11. Verified by (name of County staff): Shirley Moore
- V12. Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date : Authorized Signature.....:

Philip Kryder
Contractor on Payroll (CON)
Fiscal Year 2005-2006