

**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:** 4/12/04  
**Department Name:** General Services  
**Department No.:** 063  
**Agenda Date:** June 15, 2004  
**Placement:** Administrative  
**Estimate Time:**  
**Continued Item:** NO  
**If Yes, date from:**

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**TO:** Board of Supervisors

**FROM:** Ronald Cortez, Director  
General Services Department

**STAFF CONTACT:** Paddy Langlands, Facilities Manager (568-3096)  
Bob Nisbet, Capital Projects Manager (560-1011)

**SUBJECT:** Professional Services Contract with Jack T. Williams and Grady Williams, for Project Management with the General Services Department, Facilities Services Division  
All Supervisorial Districts

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**Recommendation(s):**

That the Board of Supervisors approve the following Professional Services Contracts:

Jack T. Williams as Facilities Projects Manager for the period July 1, 2004 through June 30, 2006. The contract amount, including all benefits, shall not exceed \$85,000 per 12-month period.

Grady Williams as Project Manager for the period August 1, 2004 through June 30, 2005. The contract amount including all benefits shall not exceed \$85,000 per 12-month period.

**Alignment with Board Strategic Plan:**

The recommendations are primarily aligned with Goal No. 2. Ensure the Public Health and Safety and Provide Essential Infrastructure.

**Executive Summary and Discussion:**

Jack Williams is responsible for the Santa Barbara County's Deferred Maintenance annual budget of \$800,000. These projects are complex in technical aspect, design, specifications, bidding to Government Contract Code and general project management. Currently Mr. Jack Williams is working in General Services, Facilities Maintenance Division, as Project Manager, (Contractor on Payroll) and this contract renewal will ensure continuity in the many major, deferred maintenance projects that are already in varying stages of progress as well as completing future projects as set out in the deferred maintenance program. Facilities Maintenance is actively working on eliminating the deferred maintenance backlog.

Subject: Professional Services Contract with Jack T. Williams and Grady Williams

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Mr. Williams has a master's degree in engineering and many years of proven project management experience for agencies like the Federal Government (NASA), Hughes Aircraft and Santa Barbara County. While with General Services, Mr. Williams has proven to be a valuable member of the Facilities Team in the delivery on many diverse and complex projects. His contract is in the not-to-exceed amount of \$85,000 per 12-month period, including benefits for the term beginning July 1, 2004 and ending June 30, 2006.

Grady Williams is responsible for managing the construction of the Santa Maria Animal Shelter, the Santa Maria Public Works Service Center, and a new building for ADMHS. Each of these projects are just starting construction and are estimated to be completed by June 30, 2005, therefore this contract extension is for one year through June 30, 2005.

Both contracts can be terminated by either party by giving a 30-day written notice of termination. Each contract also contains a non-appropriation clause that allows for termination of the contract in the event that funds are not available for the payments in the second year of this agreement.

#### **Mandates and Fiscal Impacts**

None

#### **Fiscal and Facilities Impacts:**

Funds for the first year in the amount of \$85,000 for Jack Williams contract are available in Fund 0001, Department 063, Program 1225. Continuation of this contract for the second year is contingent on adequate funding in Deferred Maintenance.

Funds for Grady Williams contract in the amount of \$85,000 are available in Fund 0001, Department 063, Program 1230.

**Special Instructions:** After Board action, distribute as follows:

1. Original documents to Board's Official File
2. Duplicate original documents and Minute Order to Facilities Services, Courthouse Annex,  
Attn: Paddy Langlands, Facilities Manager

#### **Concurrence:**

County Counsel  
Auditor-Controller  
Risk Manager

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
COUNTY OF SANTA BARBARA GENERAL SERVICES DEPARTMENT  
AND  
JACK T. WILLIAMS**

**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 Jack T. Williams (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.** Paddy Langlands, County Facilities Manager at telephone number (805) 568-3096 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Jack T. Williams at telephone number (805) 688-0941 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 Facilities Manager  
General Services Department  
County of Santa Barbara  
1100 Anacapa Street  
Santa Barbara, CA 93101

To CONTRACTOR: Jack T. Williams  
1951 Viborg Road  
Solvang, CA 93463

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 July 1, 2004 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.

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 thirty- (30) day's 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

**Jack T. Williams.**

**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: 214-42-7458

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: \_\_\_\_\_  
Ronald S. Cortez, Director  
General Services Department

By: \_\_\_\_\_  
John A. Forner, MBA, ARM  
Risk Manager



**EXHIBIT A**

**STATEMENT OF WORK**

**SERVICES TO BE PROVIDED.** It is agreed that under this Agreement, CONTRACTOR shall provide professional maintenance and project management services. These services shall include; administration, analysis, development, bidding and evaluation of Facilities Maintenance projects in the County's classification of " Project Manager "

**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 \$85,000 in Fiscal Year 2004-2005 or Fiscal Year 2005-2006 for approximately 2080 hours per year for each year for the full term of the 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 1225.

The costs associated with the not to exceed amount of \$62,920 payable to the Contractor are as follows:

- \$54,450 for the Contractor's salary at 100% FTE less paid leave (approximately 1800 hours at \$30.25 per hour) paid via payroll
- \$8,470 for 280 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 \$11,516 for Employer's FICA, Medicare, Retirement, Worker's Compensation Insurance and Unemployment Insurance do not represent additional compensation to the Contractor

**I. HOURLY RATE**

The COUNTY shall pay CONTRACTOR for professional services at the rate of \$30.25, coded as "CSR" or as paid leave coded as "CPL" per hour, or as changed by contract amendment from time to time. The total hours shall not exceed 80 hours per BI-weekly pay period.

**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**

Contractor's paid leave shall not exceed two hundred eighty (280) hours (CPL) per fiscal year. 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 the Contractor at the end of the contract term or prorated if the contract is terminated early. 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 a family member, Paid leave taken for family purposes may be credited against the amount payable. 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 benefits of the Contributory Retirement Plan of the Santa Barbara County Employees Retirement System

**I. HEALTH INSURANCE**

An allowance for Medical, Dental, Life and Disability Insurance up to a maximum of \$200.00 per month by Claim on the Treasury with appropriate documentation. The Health Insurance allowance can only be used for CONTRACTOR and not for his or her dependents.

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.

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 (>\$25,000) or Purchasing (<\$25,000). See also "Contracts for Services" policy. Form not applicable to revenue contracts.

D1. Fiscal Year.....: FY 2004/2005 –2005/2006  
D2. Budget Unit Number (plus -Bill/-Ship codes in paren's).....:  
D3. Requisition Number .....:  
D4. Department Name .....: General Services  
D5. Contact Person.....: Paddy Langlands  
D6. Phone .....: 568-3096

K1. Contract Type (check one):  Personal Service  Facilities Maintenance/Construction  
K2. Brief Summary of Contract Description/Purpose : Project Management Services  
K3. Original Contract Amount .....: not to exceed \$170,000  
K4. Contract Begin Date .....: July 1, 2004  
K5. Original Contract End Date .....: June 30, 2006

K6. Provide applicable amendment history below:

<u>Seq#</u>	<u>Effective Date</u>	<u>ThisAmndtAmt</u>	<u>CumAmndtToDate</u>	<u>NewTotalAmt</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) .....: 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.....: \$85,000  
F3. Fund Number .....: 0001  
F4. Department Number .....: 063  
F5. Program Number (if applicable).....: 1225  
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.....: Jack T. Williams  
V3. Mailing Address.....: 1951 Viborg Road  
V4. City.....: Solvang  
V5. State (two-letter) .....: CA  
V6. Zip (include +4 if known) .....: 93463  
V7. Telephone Number .....: 805-688-0941  
V8. Contractor's Federal Tax ID Number (EIN or SSN).....: 214-42-7458  
V9. Contact Person .....: Jack T. Williams  
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):  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: \_\_\_\_\_

Jack T. Williams  
Contractor on Payroll (CON)  
(Co of SB PHD Std Terms 4-8-99)

**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 (>\$25,000) or Purchasing (£\$25,000). See also "Contracts for Services" policy. Form not applicable to revenue contracts.

D1. Fiscal Year.....: FY 2004-2005  
D2. Budget Unit Number (plus -Bill/-Ship codes in paren's).....:  
D3. Requisition Number .....:  
D4. Department Name .....: General Services  
D5. Contact Person.....: Robert Ooley, AIA  
D6. Phone.....: 568-3085

K1. Contract Type (check one):  Personal Service  Office of the County Architect  
K2. Brief Summary of Contract Description/Purpose : Architectural Coordination Services  
K3. Original Contract Amount .....: \$75,000, FY 02-04  
K4. Contract Begin Date .....: August 1, 2002  
K5. Original Contract End Date .....: July 31, 2004

K6. Provide applicable amendment history below:

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose (2-4 words)
1	8/1/2004	\$75,000	\$150,000	\$225,000	7/31/05	construction management

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.....: \$80,000  
F3. Fund Number .....: 0001  
F4. Department Number .....: 063  
F5. Program Number (if applicable).....: 1230  
F6. Account Number.....: 6177  
F7. Cost Center number (if applicable) .....: 1230  
F8. Payment Terms .....: Biweekly Timecard

V1. Vendor Numbers (A=uditor; P=urchasing) .....:  
V2. Payee/Contractor Name.....: Grady W. Williams  
V3. Mailing Address.....: 7602 Hollister Ave., Unit 202  
V4. City .....: Goleta  
V5. State (two-letter) .....: CA  
V6. Zip (include +4 if known) .....: 93117  
V7. Telephone Number .....: 805-968-8760  
V8. Contractor's Federal Tax ID Number (EIN or SSN).....: SSN 585-68-4525  
V9. Contact Person .....: Grady W. Williams  
V10. Workers Comp Insurance Expiration Date .....: N/A  
V11. Liability Insurance Expiration Date[s] (G=enl; P=rofl).....: N/A  
V12. Professional License Number .....: B7116160  
V13. Verified by (name of County staff).....: Ooley  
V14. Company Type (Check one):  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: \_\_\_\_\_

Grady W. Williams, P.E.  
Contractor on Payroll (CON)  
(Co of SB Std Terms 4-8-99)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
COUNTY OF SANTA BARBARA  
AND  
GRADY WESTON WILLIAMS, P.E.**

**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 **Grady W. Williams** (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.** Robert Ooley, AIA, County Architect at telephone number (805) 568-3085 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Grady W. Williams at telephone number (805) 968-8760 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:                      Robert Ooley, AIA, County Architect  
   Office of the County Architect  
   1100 Anacapa Street—Annex  
   Santa Barbara, CA 93101

To CONTRACTOR:              Grady W. Williams, P.E.  
   7602 Hollister Ave., Unit 202  
   Goleta CA, 93117  
   Tel: (805) 968-8760  
   e-mail: gradywilliams@hotmail.com

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 August 1, 2004 and end performance upon completion, but no later than June 30, 2005 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.

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

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 outline 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.

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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 thirty- (30) day's 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

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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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30. **MODIFICATIONS AND MODIFICATION AMOUNTS:**

A) Modifications. COUNTY may require changes to this AGREEMENT as required by specific project requirements and performance of CONTRACTOR. COUNTY may annually, by written addendum to CONTRACTOR, make changes or additions in the services to be performed hereunder. 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 in accordance with Exhibit B.

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. Changes requiring increased compensation which exceeds \$5,000 per instance, must be authorized by the County Board of Supervisors. 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 a written addendum to this AGREEMENT has been entered into by both parties. CONTRACTOR understands and agrees that this equitable adjustment shall constitute the entire compensation for any changes in time or costs caused by such addendum.

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Agreement for Services of Contractor on Payroll Subject to Retirement between the **County of Santa Barbara** and **Grady W. Williams**.

**NAME.**

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

COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

CONTRACTOR  
Grady W. Williams, P.E.  
Project Manager

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Social Security Number: 585-68-4525  
California License Number: B7116160

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:  
RON CORTEZ  
DIRECTOR, GENERAL SERVICES DEPARTMENT

By: \_\_\_\_\_  
Director

Grady W. Williams, P.E.  
Contractor on Payroll (CON)  
(Co of SB Std Terms 4-8-99)

**EXHIBIT A  
STATEMENT OF WORK**

**Grady W. Williams, P.E.**

**SERVICES TO BE PROVIDED.** It is agreed that under this Agreement, CONTRACTOR shall provide professional architectural services including project management, administration of consultant contracts, and construction coordination.

**DEFINITION:** Under direction, performs needs assessments, planning, master planning, professional engineering and assistance in architectural design of public buildings and improvements; develops project proposal for building design and construction; coordinates construction projects with contract architects and affected departments; and performs related work as required.

**DISTINGUISHING CHARACTERISTICS:** This is a class in which incumbents perform professional functions including the more complex and difficult assignments and may coordinate planning, contract administration, engineering and architectural design on several projects.

**EXAMPLES OF DUTIES:** Performs engineering and assists in architectural design of projects; makes cost estimates; prepares outline specifications for programmed projects; reviews requests from county departments for construction or remodeling as assigned; consults with requesting departments to determine design requirements, modifies plans and discusses changes with departments; coordinates with other departments in the preparation and administration of design and construction contracts; administers design and construction contracts by reviewing designs, specifications, estimates, progress reports, invoices, and actual construction activities of firms under contract to ensure compliance with stipulated project scope and design criteria; evaluates completed projects and verifies all contractual terms have been met; consults with other architects on major projects; assists with master planning and site development for future utilization of county property; may coordinate staff design, development and production of contract drawings; specifies materials, methods and equipment for projects; makes inspections during construction; makes interpretations of drawings and specifications, and attempts to resolve disputes; maintains related records and prepares reports.

**EMPLOYMENT STANDARDS:**

- 1) Three years of increasingly responsible professional experience in engineering or architectural design and construction; or,
- 2) one year of experience performing duties equivalent to the class of Architectural Technician III with Santa Barbara County; or,
- 3) equivalent combination of training, education and experience that would provide the required knowledge and abilities.

Registration as a professional engineer is required. Initial appointment is based on existing registration in another state with ability to obtain California registration within twelve months of appointment. Possession of a valid California Class C Driver's License.

Knowledge of: principles and practices of engineering or architectural design and cost estimation; materials, methods and equipment used in building construction projects; California contract law; principles of project management and CPM scheduling; planning principles and related issues, such as environmental law, zoning, development, and traffic.

Ability to: design and prepare plans, specifications, and cost estimates for building projects; effectively communicate orally and in writing especially on project consultation and design; coordinate project design and construction by consultants and contractors; maintain effective relationships with other employees, departments, contractors, and the public.

Grady W. Williams, P.E.  
Contractor on Payroll (CON)  
(Co of SB Std Terms 4-8-99)

**EXHIBIT B**  
**Contractors On Payroll Subject to Retirement**

**Grady W. Williams**

**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 \$80,000 in Fiscal Years 2004-2005. 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 (Office of the County Architect).

**I. HOURLY RATE**

The COUNTY shall pay CONTRACTOR for professional services at the rate of \$37.05 per hour, or as changed by contract amendment from time to time. The total hours shall not exceed 80 hours per BI-weekly pay period.

**II. BENEFITS**

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

- A. Enrolled in FICA, also known as Social Security.
- B. Enrolled in 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**

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 will be paid out at the end of the fiscal year or contract term or prorated if the contract is terminated early. 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. Paid holidays total 88 hours per year: ten fixed days and one floating day. Vacation leave totals 96 hours per year, accumulated at the rate of .0463 times the hours worked. Sick leave totals 96 hours per year, accumulated at the rate of .0463 times the hours worked.

**H. RETIREMENT BENEFITS**

Prorated full-time equivalent benefits of the Contributory Retirement Plan.

I. HEALTH INSURANCE

An allowance for Medical, Dental, Life and Disability Insurance up to a maximum of \$450.00 per month by Claim on the Treasury with appropriate documentation.

III. **NONAPPROPRIATION**

In the event that no funds or insufficient funds are appropriated and budgeted or otherwise not available for payments in subsequent years of the Agreement, then COUNTY will immediately contact CONTRACTOR of such occurrence and COUNTY may terminate the Agreement. 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.