

AGREEMENT FOR SERVICES OF CONTRACTOR ON PAYROLL

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 Celeste Manolas, a principal place of business at 1051 La Luna, Ojai, CA 93023 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE.** Grady Williams at phone number 805-568-3083 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Celeste Manolas is at phone number (805) 708-6716 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, delivered as follows:

To COUNTY: 1105 Santa Barbara St., Santa Barbara CA, 93101

To CONTRACTOR: 1051 La Luna, Ojai, CA 93023

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 herein by reference.

4. **TERM.** CONTRACTOR shall commence performance on November 30, 2009 and end performance upon completion, but no later than December 2, 2011 unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. The maximum payment under this Agreement shall not be exceeded without a written notice from COUNTY.

6. **CONTRACTOR ON PAYROLL STATUS.** CONTRACTOR understands and agrees that CONTRACTOR's term of work is governed solely by this Agreement; and that no right of tenure is created hereby; and that he/she does not and will not, by virtue of this Agreement, hold a position in any department or office of the COUNTY; and that CONTRACTOR's services to the COUNTY under this Agreement are authorized pursuant to Government Code Section 31000. To the extent that this Agreement can be construed as an agreement of employment, such employment is at-will, and it shall remain at-will unless and until the parties expressly state their intention to make it otherwise, in a writing signed by the CONTRACTOR and a duly-authorized representative of the COUNTY. CONTRACTOR warrants that CONTRACTOR is fully licensed to perform all work contemplated in this Agreement, and CONTRACTOR agrees to submit verification of licensure.

7. **BENEFITS.**

A. **Standard benefits:** COUNTY shall pay the following costs: Employer's share of either Social Security (aka FICA) or the Social Security Alternative Plan (aka SSAP); employer's share of

federal Medicare health insurance; County workers' compensation insurance; State unemployment insurance; and travel expense reimbursement for mileage claims with prior written authorization.

B. Paid leave: CONTRACTOR shall receive paid leave as specified in Exhibit B. Paid leave shall be taken at a time determined and agreed upon in advance between CONTRACTOR and COUNTY's designated representative. Accumulated paid leave must be taken within the contract period, as paid leave cannot be accrued to subsequent agreements; unused paid leave will be lost upon expiration of the Agreement. Prorated unused paid leave will be paid out if the contract is terminated early by COUNTY. CONTRACTOR may use his or her paid leave specified in Exhibit B for holidays, vacations, sickness, jury duty, and any other absence from work, and is not otherwise entitled to any additional paid holidays, vacation, sick leave or other leave. Special requirements may apply to CONTRACTOR's coding of his or her time card in order to be able to receive paid leave.

C. Retirement: CONTRACTOR shall be a member of the Santa Barbara County Employees Retirement System ONLY if both of these conditions are true: 1) CONTRACTOR is required to work at least forty (40) hours per bi-weekly pay period; and 2) CONTRACTOR's assignment is not deemed by COUNTY to be temporary, intermittent, or seasonal. Retirement benefits shall be pro-rated according to the applicable percentage of a full-time equivalent (i.e. .5, .6, .625, .75, .8, .875, .9, or 1.0).

D. Other: CONTRACTOR understands and agrees that CONTRACTOR is not and will not be eligible for membership in, or any benefits from, any COUNTY group plan or hospital, surgical or medical 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 CONTRACTOR's assignment and shall maintain a valid California Driver's License.

COUNTY may reimburse CONTRACTOR for necessary and prior-approved out-of-pocket expenses while performing required services for COUNTY, in accordance with COUNTY policy. All travel claims and other claim documents, when applicable, must include the board contract number. If the invoice does not properly reference the contract number, those invoices may be returned, delaying payment.

Except as required by law, CONTRACTOR is not eligible for any other job benefits accruable to an employee in the classified service of the COUNTY, unless otherwise specified herein or in Exhibit B.

8. STANDARD OF PERFORMANCE. CONTRACTOR represents that CONTRACTOR 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 workmanlike 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. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

9. TAXES. The COUNTY shall pay CONTRACTOR for professional services pursuant to this Agreement, payable upon biweekly submission of a time card, and such payment shall be subject to deductions and include withholding of state and federal taxes.

10. 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.

11. **NONAPPROPRIATION.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated and budgeted or funds are otherwise not available for payments in the fiscal year covered by the term of the Agreement, then COUNTY will immediately notify CONTRACTOR of such occurrence and the Agreement may be terminated by COUNTY, with or without the prior notice specified in the Termination section of this 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.

12. **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 otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

13. **INDEMNIFICATION.** COUNTY will indemnify CONTRACTOR against any claim, lawsuit, or judgment arising out of CONTRACTOR's performance of duties under this Agreement.

CONTRACTOR agrees to 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 CONTRACTOR's 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. CONTRACTOR agrees to comply with COUNTY's Anti-Harassment Policy.

15. **NONEXCLUSIVE 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. **ASSIGNMENT.** 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, cancel and terminate this Agreement upon thirty (30) days' written notice 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 (including but not limited to: grossly negligent conduct, malpractice or criminal conduct, etc.) by CONTRACTOR, the Designated Representative or designee may immediately terminate the Agreement.

Upon termination, CONTRACTOR shall cease work (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service.

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. **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.

22. **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.

23. **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.

24. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at CONTRACTOR's 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

is 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.

25. **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.

26. **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.

27. **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.

28. **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 contained in the numbered sections shall prevail over those in the Exhibits.

29. **SURVIVAL.** All provisions which by their nature are intended to survive the termination of this Agreement shall survive termination of this Agreement.

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Agreement for Services of Contractor on Payroll between the County of Santa Barbara and Celeste Manolas.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on November 3, 2009.

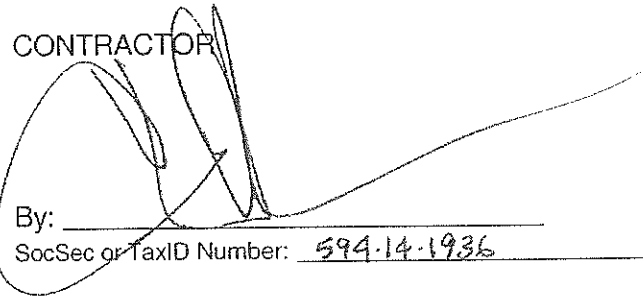
COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD


CONTRACTOR

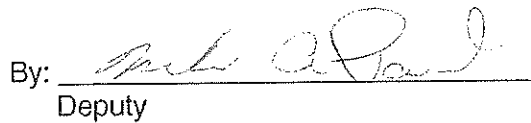

By: _____
SocSec or TaxID Number: 599-14-1936

By: _____
Deputy

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

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

By: 
Deputy County Counsel

By: 
Deputy

APPROVED AS TO FORM AND CONTENT: DEPARTMENT DIRECTOR
APPROVED AS TO FORM: RISK MANAGEMENT

By: _____
Department Director

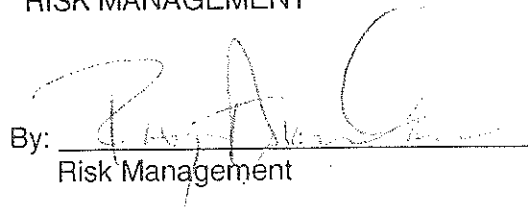
By: 
Risk Management

EXHIBIT A

STATEMENT OF WORK

SERVICES TO BE PROVIDED. It is agreed that under this Agreement, CONTRACTOR shall provide professional project management services including, administration, analysis, development of budgets and project proposals for building design and construction; coordinates construction projects with architects and engineers and with impacted departments, bidding and management of design and construction projects, and other related services including; architecture, needs assessments, planning, and engineering assistance of design and construction of public buildings and improvements.

REQUIREMENTS:

1. Requires a minimum four year Bachelor degree in Architecture from an accredited University. Requires highly skilled and specialized project management of time-limited highly technical projects. Requires management of multi-disciplinary teams made up of professionals from all sectors of the County, external consultants, citizen participation advisors, members assigned from other governmental agencies, non profit organizations, and the private sector.
2. Requires experience managing projects having a construction value of at least \$30 million. Requires at least 5 years experience in supervision of project staff. Requires experience managing atypical county building projects such as aquatic centers.
3. Requires knowledge of Principles and practices of architecture and project management of building projects; and techniques and practices of design and construction of buildings; research, analytical, and data collection techniques; principles and practices of federal and state regulations related to the project; budget administration; building codes; principles of bidding; HVAC principles of maintenance and repairs methods; principles of electrical and building repairs.
4. Requires possession of a valid California Class C Driver's License is required upon employment.

EXAMPLE SERVICES:

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