



STANDARD TERMS & CONDITIONS FOR CONTRACTORS ON PAYROLL

THESE TERMS & CONDITIONS apply to the Contract established between the County of Santa Barbara, a political subdivision of the State of California ("We/Us/Our/County"), by its Purchasing Division ("Purchasing"), and the individual identified as "Vendor" on the Contract form to which this document is attached ("You/Your"). Your signature indicates familiarity with and acceptance of these terms and conditions.

1. **SCOPE OF SERVICES / COMPENSATION.** You agree to provide services to us, and we agree to pay you, in accordance with the attached Statement of Work. (The term "Statement of Work" as used herein refers to all attached language describing the services to be performed and the compensation to be paid, whether found in a Proposal, Estimate, Quote, correspondence, and/or any other attached document, and includes the narrative text appearing on the Contract form, plus any subsequent amendments.) You will perform services under the direction and supervision of the person designated by the County Department identified in the Ship-To box on the Contract form ("Designee"). Payment will be subject to satisfactory performance as determined by the Designee. In no event shall the compensation payable exceed the total sum appearing on the Contract form for the full term of the contract without written amendment as specified below. You will be entitled to reimbursement for necessary and prior-approved out-of-pocket expenses while performing services specified in the Statement of Work, in accordance with County policy as it pertains to County employees. You are responsible for all licensure fees, subscriptions, and other professional expenses not specifically detailed in the Statement of Work.

2. **STATUS.** You understand and agree that you are not, and will not, be eligible for membership in or any benefits from any County group plan, for other leave with or without pay, or for any other job benefits accruable to an employee in the classified service of the County, unless otherwise specified herein or in the Statement of Work. You understand and agree that your term of employment is governed solely by this contract; that no right of tenure is created hereby, and that you do not and will not, by virtue of this Contract, hold a position in any department or office of the County, and that your service to the County under this contract is authorized pursuant to Government Code Section 31000. You warrant that you are fully licensed to perform all work contemplated in this Contract, and you agree to submit, upon request, verification of licensure.

3. **BILLING & PAYMENT.** Your charges for professional services are payable upon bi-weekly submission of a time card, which shall be subject to deductions and include withholding of State and Federal taxes as required by law. All invoices or other payment documents, excluding the bi-weekly time card, **must include the Contract number** appearing on the attached Contract form. If such document does not properly reference the contract number, it will be returned to you for correction, and payment will be delayed.

4. **BENEFITS.** Benefits payable to you pursuant to this Contract are limited to:

4.1. **Standard Benefits:** 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.

4.2. **Special Benefits:** You will be entitled to the following additional benefits ONLY if all of these three conditions are true: 1) you are required to work at least forty (40) hours per bi-weekly pay period; and 2) the Contract is for over one thousand (1000) hours in a one-year period; and 3) your assignment is not deemed by the County to be temporary or seasonal.

4.2.1. *Retirement benefits* shall be pro-rated in eighths of full-time equivalent (ie, 4/8, 5/8, 6/8, 7/8, 8/8ths), in the Santa Barbara County Employees Retirement.

4.2.2. *Paid Leave* shall be allocated on a pro-rata basis up to the total number of hours of Paid Leave specified in the Statement of Work. Paid Leave shall be taken at a time determined and agreed in advance between you and Designee. Accumulated Paid Leave must be taken or paid out within the contract period, as Paid Leave cannot be accrued to subsequent contracts; unused Paid Leave will be lost upon expiration of the Contract. Paid Leave includes virtually all absence from work including, but not limited to, holidays, vacations, sickness, jury duty, and any other circumstance. (Special requirements may apply to your coding of your time card in order for you to be able to receive your paid leave.)

5. **VEHICLE OPERATION.** You may be permitted to use County vehicles as part of your assignment, subject to approval of Designee and submission to Designee of proof of possession of a valid California Diver's License.

6. **CONFLICT OF INTEREST.** You covenant that you presently have 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 Contract. You further covenants that in the performance of this Contract, no person having any such interest shall be employed by you.

7. **OWNERSHIP OF DOCUMENTS.** We shall be the owner of the following items incidental to this Contract, upon production and 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 Contract is completed or terminated prior to completion. You shall not release any materials under this section except after our prior written approval.

7.1. **Copyright.** No materials produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country except as determined at our sole discretion. We will 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 Contract.

8. **RECORDS, AUDIT, AND REVIEW.** You shall keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of your profession, and shall maintain such records for at least four (4) years following the termination of this Contract. All accounting records shall be kept in accordance with generally accepted accounting practices. We shall have the right to audit and review all such documents and records at any time during your regular business hours or upon reasonable notice.

9. **NONDISCRIMINATION.** We hereby notify you that the County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein, and you agree to comply with that ordinance.

10. **NONEXCLUSIVE AGREEMENT.** You understand that this is not an exclusive Contract and that we will have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by you. You must disclose to Purchasing any other contracts under which you are providing services to the County.

11. **ASSIGNMENT.** You shall not assign any of your rights nor transfer any of your obligations under this Contract without our prior written consent, 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.

12. **TERMINATION.** *For Convenience:* Either you or we may, for any reason, prior to the expiration date of this contract, terminate this contract upon thirty (30) days notice in writing to the other. *For Cause:* Upon a material breach of the Contract by either you or us, the other may terminate by written notice as specified in paragraph 13.

12.1. *Work In Progress.* Unless otherwise directed in the notice of termination, all work under the Contract must be immediately halted. Upon termination, you must deliver to us all documents specified in paragraph 7.

12.2. *Payment.* We will pay you for services evident to, and performed to the satisfaction of, the Designee prior to notice of termination. However, in no event will we pay you any amount that exceeds the stated value of this Contract, nor for profit on unperformed portions of service. You must furnish to us, if requested, such financial information as we determine necessary to assess the reasonable value of any services you may have performed prior to any termination. In the event of any dispute, our conclusion will be final and binding. These provisions are cumulative and will not affect any right or remedy which we may have in law or equity.

13. **NOTICE.** *From You:* You must send or deliver any required notice to both the Designee and to Purchasing at the addresses appearing on the contract form to which this document is attached [form PA-131]. *From Us:* Either Designee or Purchasing must send or deliver any required notice to you at the address last known to the sender, with a copy also sent to the other of us. *Effective Date:* Notices mailed by US Postal Service first-class, receipt of which is unacknowledged, are effective three days from date of mailing. Other notices are effective upon delivery by hand, proof of delivery by common carrier, or acknowledgement of receipt, whichever is earlier.

14. **AMENDMENT.** This Contract may be altered, amended or modified only by an instrument in writing (executed by Purchasing) and by no other means.

15. **CALIFORNIA LAW.** This Contract shall be governed by the laws of the State of California. Any litigation regarding this Contract 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.

16. **PRECEDENCE.** In the event of conflict between the provisions contained in these numbered paragraphs and the provisions contained in the Statement of Work, the provisions of this document shall prevail unless 1) otherwise specified on the contract form to which this document is attached [form PA-131], or 2) waived by amendment hereon with dated initials of Purchasing staff.

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