

**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT General Services		(2) MEETING DATE June 13, 2006		(3) CONTACT/PHONE Duane P. Leib (805) 781-5200		cm
(4) SUBJECT Request to Approve Department of General Services, Real Property Services Division, Contract of Employment for Philip M. D'Acri for Fiscal Year 2006/2007.						
(5) SUMMARY OF REQUEST Approval of the Contract of Employment will allow continued full-time real property services at the San Luis Obispo County Regional Airport during Fiscal Year 2006/2007.						
(6) RECOMMENDED ACTION Approve the attached Contract of Employment for Philip M. D'Acri thus ensuring continued real property services at San Luis Obispo County Regional Airport during Fiscal Year 2006/2007.						
(7) FUNDING SOURCE(S) Airports Operating Fund Center 42502		(8) CURRENT YEAR COST maximum of \$64,800 (FY 2006/07)		(9) ANNUAL COST N/A		(10) BUDGETED? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): County Administrative Office has reviewed and approved this request; County Counsel has reviewed and approved the Contract of Employment as to legal for and effect.						
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, How Many? <u>1</u> <input type="checkbox"/> Permanent <input type="checkbox"/> Limited Term <input checked="" type="checkbox"/> Contract <u>1</u> <input type="checkbox"/> Temporary Help						
(13) SUPERVISOR DISTRICT(S) <input type="checkbox"/> 1st, <input type="checkbox"/> 2nd, <input checked="" type="checkbox"/> 3rd, <input type="checkbox"/> 4th, <input type="checkbox"/> 5th, <input type="checkbox"/> All			(14) LOCATION MAP <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A		(15) Maddy Act Appointments Signed-off by Clerk of the Board	
(16) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Hearing (Time Est. _____) <input type="checkbox"/> Presentation <input type="checkbox"/> Board Business (Time Est. _____)			(17) EXECUTED DOCUMENTS <input type="checkbox"/> Resolutions (Orig + 4 copies) <input checked="" type="checkbox"/> Contracts (Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input type="checkbox"/> N/A			
(18) NEED EXTRA EXECUTED COPIES? <input type="checkbox"/> Number: _____ <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A			(19) APPROPRIATION TRANSFER REQUIRED? <input type="checkbox"/> Submitted <input type="checkbox"/> 4/5th's Vote Required <input checked="" type="checkbox"/> N/A			
(20) OUTLINE AGREEMENT REQUISITION NUMBER (OAR) _____			(21) W-9 <input type="checkbox"/> No <input type="checkbox"/> Yes		(22) Agenda Item History <input checked="" type="checkbox"/> N/A Date <u>June 29, 2005</u>	
(23) ADMINISTRATIVE OFFICE REVIEW 						

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COUNTY OF SAN LUIS OBISPO

Department of general services

COUNTY GOVERNMENT CENTER • SAN LUIS OBISPO, CALIFORNIA 93408 • (805) 781-5200

DUANE P. LEIB, DIRECTOR

TO: BOARD OF SUPERVISORS
D. Leib

FROM: DUANE P. LEIB, GENERAL SERVICES DIRECTOR

DATE: JUNE 13, 2006

SUBJECT: REQUEST TO APPROVE DEPARTMENT OF GENERAL SERVICES, REAL PROPERTY SERVICES DIVISION, CONTRACT OF EMPLOYMENT FOR PHILIP M. D'ACRI FOR FISCAL YEAR 2006/2007

RECOMMENDATION

Approve the attached Contract of Employment for Philip M. D'Acri thus ensuring continued full-time real property services at the San Luis Obispo County Regional Airport during Fiscal Year 2006/2007.

DISCUSSION

This will be the third consecutive year your Board has been asked to sign a Contract for Employment for the full-time professional real property services of Philip M. D'Acri at the San Luis Obispo County Regional Airport.

Since the FY 2004/2005 budget process the Airports Division of the Department of General Services has requested and been granted a contracted full-time staff person to handle the growing real estate-related projects specific to the Airports' growth and operations. The staff position is responsible for the implementation of property acquisition for the 11-29-runway extension; implementation of the Request for Proposal (RFP) process for the new airport terminal concessionaires; implementation of the County hangar development plan and hangar management; implementation of the RFP process for the selection of a lease site developer for Lease Site M; and implementation of the consolidated rental car facility projects. For the past two years your Board has approved, on an annual basis, a one-year Contract of Employment with Philip M. D'Acri as an appropriate option to meet the real property related workload while assessing the need for an ongoing permanent position.

The necessity for this position has not diminished. The San Luis Obispo County Regional Airport ("SBP") has been in an accelerated expansion and growth mode for the past seven years and has continued to outpace other comparable airports. The Airports Manager has been successful in consistently securing additional discretionary funding dollars due to the County's commitment to abide by the terms of the grants, comply with reporting requirements,

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and complete the improvements within acceptable time frames. Adherence to grant time frames has lent credibility to our airport's request for grant funding and has resulted in nearly 40 million dollars in grants over the past 12 years, with a large portion of the funds (over 31 million) being allocated since 2001.

Sufficient staff is a necessary component of timely grant reporting and performance. The continued services of a contracted employee is particularly important due to the Federal Aviation Administration funding opportunities and commitments by the County to complete these various projects.

The Contract of Employment is for a period of one-year, but may be terminated by the General Services Director in the event services are no longer needed, or for cause.

During Budget Hearings for Fiscal Year 2006/2007 your Board will be asked to approve a permanent full-time position for Airports real property related projects described earlier. If the request is approved an open recruitment will commence to fill the position. Once the position is filled, the Contract for Employment will be terminated.

Airport operations are independent of general fund programs. The airports system operates as an enterprise fund and must respond to the demands of the public, airport industry businesses, and the community. Real Property Services plays an integral role in the negotiations and contractual aspects necessitated by the consistent expansion and activities of our County airports.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed and approved this request; County Counsel has reviewed and approved the Contract of Employment as to legal form and effect.

FINANCIAL CONSIDERATIONS

The cost of this contract position will not exceed \$64,480 during FY 2006-07. The position will be funded from the Professional and Special Services account within the Airports Operating Division for as long as the contract is in place during the term. If the requested full-time permanent position is approved for FY 2006-07, the salary and benefits amount has been considered in the regular permanent hours account. No general fund dollars will be used to support this position.

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RESULTS

Approval of the Contract of Employment for Philip M. D'Acri will allow continued full-time real property services at the San Luis Obispo County Regional Airport during Fiscal Year 2006/2007.

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CONTRACT OF EMPLOYMENT

THIS CONTRACT is entered into this 1st day of July 2006, by and between the COUNTY OF SAN LUIS OBISPO, State of California (hereinafter referred to as "County"), and Philip M. D'Acri, a contract employee (hereinafter referred to as "Employee").

WITNESSETH:

WHEREAS, the County of San Luis Obispo has a need to hire an employee for a limited period of time for projects where the continued funding or need for the projects are too uncertain to create a permanent civil service classification; and

WHEREAS, Employee is qualified to perform such service for County; and

WHEREAS, the services to be contracted for are conducting research; assisting in the preparation of documents and plans as it relates to the San Luis Obispo County Regional Airport proposed runway extension, terminal expansion, hangar development, consolidated car rental facility projects and tenant operations. Throughout the projects the contract employee will work closely with the County's Real Property Manager and Airports Manager with all related duties.

NOW, THEREFORE, the parties do mutually agree as follows:

1. Employment. County hereby engages Employee and Employee hereby agrees to perform for County the services hereinafter set forth for the compensation hereinafter set forth, all pursuant to the terms and conditions herein.

2. Scope of Services. Pursuant to this Contract, Employee shall provide to County the following services: researches property title, deeds, easements, and other

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property rights as it relates to the planned Airports projects. Prepares market surveys; negotiates, prepares and recommends concession agreements, leases and month-to-month agreements; works with the public and airport tenants to answer Airports related property questions; works with County Counsel; prepares Request for Proposal packets; prepares board letters, resolutions and agenda transmittals. Prepares airports related correspondence. Employee shall perform said services under the direct supervision of Klaasje Nairne, County's Airports Manager.

3. Employment Status. Employee understands and agrees that Employee is not, and will not, be eligible for membership in any or benefits from any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid holidays, vacation, sick leave, or other leave, with or without pay, or any other job benefits accruable to an employee in the classified service of the County, except for Workers' Compensation Insurance.

Employee understands and agrees that Employee is not entitled to be paid a prevailing wage, nor is entitled to be paid compensation comparable to a classified County employee performing similar work, but that the compensation received herein is a negotiated wage to be paid for the services to be performed.

Employee understands and agrees that Employee's term of employment is governed only by this Contract and the County Contract Employees Policy; that no right of tenure is created hereby, that Employee does not hold a position in any department or office of the County, and that Employee's service to the County under this Contract comes within the purview of San Luis Obispo County Code Section 2.40.060(a)(7).

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4. Warranty of Employee. Employee warrants that Employee is properly certified and licensed under the laws and regulations of the State of California to provide the services herein agreed to.

5. Compensation. County shall pay to Employee as compensation in full for all services performed by Employee pursuant to this Contract, the sum of \$31.00 per hour, said compensation to be paid on a biweekly basis.

During the effective term of this Contract, the maximum number of billable hours which Employee shall devote to the performance of the services enumerated herein shall not exceed forty (40) hours per week unless the Employee is specifically authorized to do so by Duane P. Leib, General Services Director. For all authorized hours worked in excess of forty-hours (40) per week Employee shall be paid the sum of \$46.50 per hour. In the event of an increase in employee's hourly rate, authorized overtime shall be compensated at one and one-half times the employee's base rate. The total amount of this contract shall not exceed \$64,480 during the term.

6. Term of Contract. This Contract shall commence on July 1, 2006, and shall terminate on June 30, 2007, unless terminated earlier as provided herein. The appropriate department head may effectuate termination of the Contract without the need for action, approval or ratification by the Board of Supervisors.

7. Termination of Contract for Convenience. Either party may terminate this Contract at any time by giving to the other party fifteen (15) days' written notice of such termination, specifying the effective date of such termination. Employee shall be paid for all work satisfactorily completed prior to the effective date of such termination. Employee agrees that the notice provisions of this paragraph shall limit the liability of

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County in the event that a termination action taken by County pursuant to paragraph is subsequently found to be improper.

8. Termination of Contract for Cause. If Employee fails to perform Employee's duties to the satisfaction of the County, or if employee fails to fulfill in a timely and professional manner his obligations under this Contract, or if Employee shall violate any of the terms or provisions of this Contract, or if Employee has a physical or mental incapacity that precludes Employee from performing the duties, or if Employee fails to exercise good behavior either during or outside of working hours which is of such a nature that it causes discredit to the County or the department, or impairs Employee's ability to perform these contract duties, then County shall have the right to terminate this Contract effective immediately upon the County's giving written notice thereof to Employee. Employee shall be paid for all work satisfactorily completed prior to the effective date of such termination.

9. Entire Agreement and Modification. This Contract constitutes the entire understanding of the parties hereto. This Contract supersedes all previous contracts, agreements, negotiations or understandings, whether written or oral, between the parties. Employee shall be entitled to no other benefits than those specified herein, and Employee acknowledges that no representations, inducements or promises not contained in this Contract have been made to Employee to induce Employee to enter into this Contract. No changes, amendments, or alterations hereto shall be effective unless in writing and signed by both parties. Employee specifically acknowledges that in entering into and executing this Contract, Employee relies solely upon the provisions contained in this Contract and no others.

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10. Non-Assignment of Contract. This Contract is intended to secure the individual services of the Employee and thus Employee shall not assign, transfer, delegate, or sublet this Contract or any interest therein without the prior written consent of County, and any such assignment, transfer, delegation, or sublet without the County's prior written consent shall be considered null and void.

11. Covenant. This Contract has been executed and delivered in the State of California, and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County, and such County shall be that venue for any action, or proceeding that may be brought, or arise out of, in connection with or by reason of this Contract.

12. Nondiscrimination. There shall be no discrimination against any person employed pursuant to this Contract in any manner forbidden by law.

13. Conflicts of Interest. No officer, employee, director or agent of the County shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested, nor shall any such person have any interest, direct or indirect, in this Contract or the provisions thereof.

14. Copyright. Any reports, maps, documents or other materials produced in whole or part under this Contract shall be the property of the County and shall not be subject to an application for copyright by or on behalf of Employee, without the prior written approval of the County.

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15. Findings Confidential. No reports, maps, information, documents, or any other materials given to or prepared by Employee under this Contract shall become the property of Employee nor shall be made available to any individual or organization by Employee without the prior written approval of County.

16. Enforceability. If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

IN WITNESS WHEREOF, County and Employee have executed this Contract on the day and year first hereinabove set forth.

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By: _____

EMPLOYEE

By: Philip M. D'Acri
Philip M. D'Acri

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.

County Counsel

By: [Signature]
Deputy County Counsel

Dated: 6/1/06
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