

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN
THE LOCAL AGENCY FORMATION COMMISSION FOR
SAN BERNARDINO COUNTY
AND
KATHLEEN ROLLINGS-McDONALD

THIS AGREEMENT IS MADE this _____ day of _____, 2010, by and between the LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY (hereafter shown as LAFCO) and KATHLEEN ROLLINGS-McDONALD (hereinafter shown as CONTRACTOR).

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, Contractor is retiring from LAFCO as its Executive Officer effective October 1, 2010 (during pay period 21/10); and,

WHEREAS, LAFCO desires to obtain the post-retirement services of Contractor on the terms and conditions set forth in this contract to continue to serve as the Executive Officer; and,

WHEREAS, Contractor has the skills and knowledge necessary to provide the services for LAFCO;

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

1. Term of Contract:

The term of this contract shall commence on October 23, 2010 (pay period 23/10) and continue in effect through June 30, 2011 unless terminated as hereinafter provided. With the mutual agreement of the parties, the period of time covered by this contract may be increased or decreased. Notwithstanding the foregoing, this Contract may be terminated at any time by CONTRACTOR by giving fourteen (14) days written notice of termination. LAFCO may terminate this contract with cause at any time and may terminate without cause through thirty (30) day written notice of termination and the payment of severance in the equivalent of one month compensation.

2. Duties and Responsibilities of Contractor:

During the term of this contract, CONTRACTOR shall be employed as the Executive Officer of the LAFCO. CONTRACTOR shall work under the direction of the Commission, performing the duties as identified in the Executive Officer job description. CONTRACTOR shall also perform such other functions and

duties specified by state law or local rules and policies as well as such other duties as the Commission may direct from time to time.

3. Compensation for CONTRACTOR:

- a. For and in consideration of CONTRACTOR's services, LAFCO agrees to pay CONTRACTOR, and CONTRACTOR agrees to accept, an hourly rate of \$102 for a maximum of 960 hours of services during the Term of this contract. The hours of service are those authorized under the terms of the San Bernardino County Employees Retirement Association (SBCERA) rules for post-retirement employment. Payment for such services shall be made on a bi-weekly basis on the same reporting system as used for all LAFCO employees.
- b. CONTRACTOR shall receive only the following benefits on a biweekly basis as defined in the SB LAFCO Benefits Plan: Section 110 Portable Community Device Allowance (cell phone) and Section 111 Automobile Allowance.
- c. LAFCO shall pay all reasonable travel expenses and other costs reasonably associated with performance of CONTRACTOR's duties as Executive Officer.

4. General Provisions Relating to CONTRACTOR:

- a. The parties agree that submission of hours worked shall be no more than 60 hours per pay period for payroll purposes on the Time and Labor Report (TLR) utilized during the full term of this contract.
- b. In the performance of her duties under this Contract, CONTRACTOR shall be required to work such hours as necessary to carry out the duties specified in this Contract under the direction of the Commission and such hours may be varied so long as the work requirements and efficient operations of the Commission are assured.
- c. Service to be performed under this Contract requires CONTRACTOR to drive a vehicle and CONTRACTOR must possess a valid California driver's license at all times during the performance of this Contract.

In order for CONTRACTOR to be able to use a private vehicle during the performance of this Contract, CONTRACTOR shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

1. Fifteen thousand dollars (\$15,000) for single injury or death;

2. Thirty thousand dollars (\$30,000) for multiple injury or death;
 3. Five thousand dollars (\$5,000) for property damage.
- d. CONTRACTOR shall submit evidence of eligibility to work in the United States and verification of identity within three (3) working days of the effective date of this contract.
 - e. CONTRACTOR shall receive only the benefits and compensation specifically set forth in this Contract. This Contract provides for the full compensation to CONTRACTOR for the services required hereunder.
 - f. CONTRACTOR shall be covered by the LAFCO General Liability and Workers Compensation insurance coverage during the hours actually worked under this Contract.
 - g. CONTRACTOR must make arrangements for the direct deposit of paychecks into the financial institution of her choice via electronic fund transfer.

5. Conflict of Interest

As a condition of employment, CONTRACTOR does hereby agree as follows:

CONTRACTOR shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships, or close business, personal or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active LAFCO employment providing such acts do not constitute a conflict of interest as defined herein. CONTRACTOR is also subject to the provisions of California Government Code Section 1090, 1126, 87100 and any other conflict of interest code applicable to LAFCO employment.

6. Compliance with Law

CONTRACTOR shall comply with all applicable laws, ordinances, codes and regulations of the Federal, State and local government.

7. Modification

This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be

modified only by subsequent mutual written agreement executed by LAFCO and CONTRACTOR.

8. California Law

This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the San Bernardino County Superior Court.

9. Interpretation

This Agreement shall be interpreted as though prepared by both parties.

10. Preservation of Agreement

Should a provision of this Agreement be found invalid or unenforceable, the decision shall effect only the provision interpreted, and all remaining provisions shall remain enforceable.

IN WITNESS WHEREOF, these parties have executed this Agreement on the day and year shown above.

APPROVED AS TO FORM:

**LOCAL AGENCY FORMATION
COMMISSION FOR SAN
BERNARDINO COUNTY**

Legal Counsel
Local Agency Formation Commission
For San Bernardino County

By: _____
CHAIRMAN

CONTRACTOR

By: _____
KATHLEEN ROLLINGS-McDONALD