

LAFCO

Santa Barbara Local Agency Formation Commission

105 East Anapamu Street ♦ Santa Barbara CA 93101

805/568-3391 ♦ FAX 805/568-2249

www.sblafco.org ♦ lafco@sblafco.org

October 6, 2022 (Agenda)

Local Agency Formation Commission

105 East Anapamu Street

Santa Barbara CA 93101

County of Santa Barbara 60-day Notice of Termination of County-LAFCO May 20, 2014, Agreement for Clerk Services

Dear Members of the Commission:

RECOMMENDATION:

It is recommended the Commission accept the County's rescission of 60-day notice to terminate the Clerking Services Agreement and delegate the Executive Officer to work with the County on defining proposed Clerk duties.

DISCUSSION:

Effective on May 20, 2014, the LAFCO Executive Officer, County of Santa Barbara, and LAFCO Commission entered into an amended service agreement wherein the County agreed to provide administrative services through the Clerk of the Board's Office to the Commission. This amended Agreement implemented a transfer of that obligation from the Executive Officer directly to LAFCO. Under this Agreement, the Commission established a direct contractual relationship with the County for the Clerk's Office to provide clerk and other administrative services for the Commission.

Paragraph 5 of the Agreement provides termination by any party by 60-day written notice. The County Clerk has provided by email written notice on September 2, 2022. The Notice is attached (Attachment A) as is the Agreement (Attachment B).

Paragraph 1 list the Duties under the Agreement that were provided by the County Clerk of the Board. These included:

Commissioners: Roger Aceves ♦ Cynthia Allen ♦ Jay Freeman ♦ Craig Geyer ♦ Joan Hartmann, Vice-Chair ♦ Bob Nelson
♦ Jim Richardson ♦ Holly Sierra ♦ Shane Stark, Chair ♦ Etta Waterfield ♦ Das Williams **Executive Officer:** Mike Prater

- a) publishing and posting agendas;
- b) post notice of hearings;
- c) distribute the agenda and staff reports and other related materials such as public comment letters;
- d) receive filings of applications and other official filings;
- e) Optional Services included: website management, records management, stipend reimbursements, recording documents, coordinating Reportbacks, coordination of special district selection meetings, and other administrative work mutually agreed by both parties.

On May 5, 2022 after the initial adoption of the proposed FY 22-23 Budget, LAFCO Executive Officer prepared an interim update to the Final Budget. During this timeframe continued discussions with the County Executive Office regarding assignment of some clerking duties to alleviate the staffing shortage currently being experienced with the Clerk of Boards office were resolved. The County Executive Office had expressed the desire to transition out of the role over a 3–4-year period entirely. At that time, the top candidate had the experience and ability to tackle a dual role of Clerk/Analyst, which would allow many of the current duties performed by the Clerk of the Board to be transferred to LAFCO personnel with some training opportunities by COB. To achieve this, the line item for Contractual Staff Services was reduced to offset the reduction in services, not be terminate completely. The salary line item was increased to align with the dual duties to be completed by the new hire of Clerk/Analyst position. On June 2, 2022 the Final Budget reflected these line items.

Leading up to this transition, a number of topics were discussed regarding the clerking services listed above under the Agreement. All of the services listed are now performed by LAFCO staff, with the exception of the ability to receive applications and standard mail. LAFCO has requested the continued use of room #407 (COB) to make appointments for application drop-off and regular mail deliveries listed in item 1(d) above. In addition, LAFCO Executive Officer has also requested on a very limited basis and only when absolutely needed backup support for clerking of Commission regular meetings in rare case of staffing absences or requested time-off.

LAFCO staff has adjusted our operations to accommodate these changes, which now includes independent subscription to ZOOM to be able to continue remote meetings, independent reproduction and mailing costs for agenda and staff report production, and additional office supplies to perform these duties.

Depending on the scope and conditions of a subsequent LAFCO -County agreement for backup clerk services, the Commission is asked to delegate authority to the Executive Officer to sign the new agreement. If certain terms of the proposed agreement require

Commission approval, then the Executive Officer will bring the agreement to the Commission for formal approval.

Other Agreements

The Commission and the County in 2001 entered into an Agreement in response to AB 2838, which modified the funding formula for LAFCOs throughout the State from being a County general fund entities to being funded is equal thirds by the County, Cities, and Special Districts. This 2001 Agreement, also provided for LAFCO to pay for and receive County services, which included LAFCO office space, County Financial System, acquisition and purchasing, risk management, and communication systems (telephone). It also provides for County Counsel, although that provision is inoperative as LAFCO hired its own counsel. The Agreement automatically renews each fiscal year, subject to termination by either party upon 60-days' notice.

Attachments

- Attachment A – County Notice to Terminate & Executive Officer Response/Request
- Attachment B – Agreement for Clerk Services Between the LAFCO Executive Officer, Santa Barbara Local Agency Formation Commission and County of Santa Barbara
- Attachment C – 2001 LAFCO -County Agreement
- Attachment D – County's rescission of termination notice

Please contact the LAFCO office if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "M Prater", followed by a horizontal line.

Mike Prater
Executive Officer

From: Alexander, Jacquelyne <jralexander@countyofsb.org>
Sent: Friday, September 2, 2022 1:01 PM
To: lafco@sblafco.org
Cc: Maus-Nisich, Terri; William Dillon
Subject: Termination of LAFCO Clerking Services
Attachments: LAFCO Clerk Services - Board Letter and Agreement.pdf

Good Afternoon Mike,

Hope this email finds you well. Please be advised that due to recent changes to LAFCO staffing and needs, and the staff availability and resources of the Office of the Clerk of the Board, the County of Santa Barbara is terminating the Agreement with LAFCO today, September 2, 2022 to be effective 60 days from today on Tuesday, November 1, 2022 as per the Agreement for Clerk Services (attached).

Clerk of the Board staff will be available for any transitional needs during this time. Feel free to let me know if you have any questions.

Sincerely,



Jacquelyne Alexander
Chief Deputy Clerk of the Board of Supervisors
County of Santa Barbara
103 E. Anapans Street, Suite 407, Santa Barbara, CA 93101
t 805.568.2245 f 805.568.2249

Sign up for news and announcements from the County at www.countyofsb.org.

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LAFCO

Santa Barbara Local Agency Formation Commission
105 East Anapamu Street ♦ Santa Barbara CA 93101
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September 6, 2022

Mona Myasato
County Administrator
County of Santa Barbara
105 E. Anapamu St.
Santa Barbara, CA. 93101

Re: Agreement between County of Santa Barbara and Santa Barbara Local Agency
Formation Commission, June 18, 2013, for Clerk Services to the Commission.

Dear Ms. Myasato

Pursuant to the above referenced Agreement, the County Clerk of the Board has been providing clerk services to the Commission since 2013. This has been a very valuable service to LAFCO and very much appreciated.

On June 2, 2022, the Commission hired a full-time employee to serve as the Commission's Clerk/Analyst. On July 2, 2022, Natasha Carbajal was appointed to that position and now handles all Commission Clerk duties. Her service began as a part-time Commission employee to accommodate County's request that she stay on part-time with County Clerk's office as part of a transition process. As of September 1st, her employment with the County Clerk's office ended and she became a full-time Commission employee. I am very excited to have her join the LAFCO team.

LAFCO has received the County's 60-day notice to terminate the Agreement emailed by Jacquelyne Alexander, Chief Deputy Clerk on September 2, 2022. Going forward, I propose the 2013 County-LAFCO Agreement stay in place and that the parties revisit this issue in one year. I am not anticipating requesting any services from the County during this time. This notwithstanding, I would like to keep the Agreement in place to allow LAFCO to see how the new arrangement works. If additional services are needed, I would like to keep the option open to discuss with the County whether it might be willing and able to provide such services once County Clerk's office staffing has been restored. These might include, on a very limited basis and only when absolutely needed (e.g., staff absences or vacancies), backup support for clerking of Commission regular meetings. In kind, we may be able to offer similar backup needs for BOS meetings during this period. Lastly, we still need all LAFCO Files assembled and completed that reside within the COB office transferred to LAFCO.

I look forward to discussing these matters with the County. And of course, I thank the County for the years of much needed services to LAFCO.

Sincerely,



Michael Prater, Executive Officer
LAFCO

cc. Terri Mas-Nisich, County Administrator's Office
Jacquelyne Alexander, Clerk of the Board of Supervisors
William Dillon, LAFCO Legal Counsel

AMENDED AGREEMENT FOR CLERK SERVICES BETWEEN THE EXECUTIVE OFFICER OF THE SANTA BARBARA COUNTY LOCAL AGENCY FORMATION COMMISSION, THE LOCAL AGENCY FORMATION COMMISSION, AND THE COUNTY OF SANTA BARBARA

This Amended Agreement for Clerk Services (“Amended Agreement”) is entered into this 6th day of March 2013, by and between the Executive Officer of the Santa Barbara Local Agency Formation Commission, in his official capacity, (hereinafter “LAFCO Executive Officer”), the Santa Barbara County Local Agency Formation Commission (hereinafter “Commission”) and the County of Santa Barbara (herein after “County”).

RECITALS

A. On March 7, 2013, the Santa Barbara County Local Agency Formation Commission (“LAFCO”) entered into a contract for Professional and Executive Officer Services (“LAFCO Executive Officer Contract”) that retained Paul Hood as the LAFCO Executive Officer.

B. On June 6, 2013, the LAFCO Executive Officer, County, and Commission entered into an Agreement wherein the parties agreed that the duties of the Clerk of the Commission would be provided by the County through the office of the Clerk of the Board of Supervisors

C. The LAFCO Executive Officer and Commission wish to amend the Agreement for Clerk Services to transfer certain obligations for paying the cost of Clerk Services from the Executive Officer to the Commission and County has no objection to this amendment.

NOW, THEREFORE, IN CONSIDERATION of the mutual rights and duties set forth in this Amended Agreement, the parties agree the Agreement for clerk services is amended to be as follows:

1) Clerk Duties. Through the Clerk of the County Board of Supervisors, County shall provide clerk services to the LAFCO Executive Officer and the Commission for regular and special meetings of the Commission, including publishing and posting necessary agendas and other public notices, preparation of minutes, and any other necessary and proper duties related to clerking such meetings. Such duties are further defined as follows:

- a. Agendas. The LAFCO Executive Officer will prepare an agenda for each meeting of the Commission and submit it to the Clerk for posting and distribution. Working with the LAFCO Executive Office, the Clerk will finalize the agenda and post and distribute as appropriate.
- b. Notice of Hearing. The LAFCO Executive Officer will prepare and distribute the Notice of Hearing.

- c. Distribution of Staff Reports. The Clerk shall distribute the agenda and staff reports and other related material such as public comment letters to the members of the Commission.
- d. Filings. The Clerk shall receive filing of petitions and applications for organizational and reorganizational changes under the Cortese Knox Hertzberg Act. The Clerk will also receive public comment letters on items on the Commission agenda. All such documents or copies of such documents shall be forwarded to the LAFCO Executive Officer as soon as practicable.
- e. Optional Services. If requested in writing by the LAFCO Executive Officer, the Clerk may also provide additional agreed upon services, subject to the Clerk's Office having the administrative capacity. This may include the following services:
 - 1) Website management, including posting agendas and staff reports.
 - 2) Commission records management.
 - 3) Stipend reimbursements.
 - 4) Recording documents;
 - 5) Coordinating report backs from the County.
 - 6) Coordination of special district selection committee meetings.
 - 7) Other administrative work mutually agreed to by the parties.

2) Reimbursement:

For any service provided by County to LAFCO under this agreement, the Commission shall reimburse County for the cost of services provided. County will prepare and submit a regular bill for such services. County charges for staff services shall be based on an hourly charge, including overhead, established annually by the Santa Barbara County Auditor's Office.

3) Payment. The Commission shall pay County for any cost identified in a properly submitted invoice within 30 days of receipt.

4) Records. County shall keep and provide to the LAFCO Executive Officer and the Commission or its agents, upon request, accurate financial records (including invoices) necessary to enable review County's performance of this Agreement. Such records shall be kept in accordance with County's records retention policy.

5) Termination. Either the Commission or the County may terminate this Agreement for convenience by giving sixty-day written notice.

6) 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 Commission: Santa Barbara LAFCO
c/o Office of County Counsel
105 East Anapamu Street, Suite 201
Santa Barbara CA 93101

To County: Chief Executive Officer
County of Santa Barbara
105 E. Anapamu St.
Santa Barbara, CA. 93101

LAFCO Executive Officer: Paul Hood
P.O. Box 1641
Atascadero, CA. 93423

7) Assignment. This Agreement is made with Paul Hood in his capacity as Executive Officer of LAFCO. Except as specifically provided herein, this Agreement shall not be assignable without the specific written consent of the Commission and the County.

8) Modification. With the transfer of responsibility from the LAFCO Executive Officer to the Commission to pay all Clerk fees and costs, Mr. Hood is no longer a necessary party to this Agreement. Future amendments to this Agreement may be made without the LAFCO Executive Officer's consent. This Agreement may only be amended in writing executed by the Commission and the County.

9) Entire Agreement. This Agreement represents the entire and integrated Agreement between the parties and supersedes any and all other negotiations, representations, and/or agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

This Agreement was entered into on the date when fully executed by all of the parties at Santa Barbara, California.

Santa Barbara County

ATTEST:

Clerk of the Board

By _____
Deputy

By _____
Chair

Date: _____

ATTEST:

Clerk of the Commission

By *Regynolds Alexander*
Deputy

Santa Barbara LAFCO Executive Officer

Paul Hood

Paul Hood

Date: *3/6/14*

Santa Barbara Local Agency Formation
Commission

By *[Signature]*
Chair

Date: *3/6/14*

MICHAEL C. GHIZZONI

County Counsel

By *Michael C Ghizoni* *5/8/2014*

MICHAEL C. GHIZZONI

LAFCO Counsel

By *William M. Dillon*
William M. Dillon,
Senior Deputy

APPROVED AS TO FORM:

RAY AROMATORIO
Risk Program Administrator

By *[Signature]*

ROBERT W. GEIS
Auditor Controller

By *Theo Fallato*

Budget
2001-02

BOARD OF SUPERVISORS OF THE COUNTY OF SANTA BARBARA
STATE OF CALIFORNIA
CLERK OF THE BOARD OF SUPERVISORS

MINUTE ORDER

August 21, 2001, in the a.m.

Present: Supervisors Naomi Schwartz, Susan Rose, Gail Marshall,
Joni Gray, and Thomas Urbanske

Michael F. Brown, Clerk (Ferry)

Supervisor Gray in the Chair

RE: County Administrator – Approve and execute a Contractual Services Agreement
with the Santa Barbara Local Agency Formation Commission (LAFCO) for use of
space and services in exchange for reimbursement of costs. (01-21,882)

Urbanske/Schwartz

Approved; Chair to execute.

A192

**CONTRACTUAL SERVICES AGREEMENT BETWEEN THE
COUNTY OF SANTA BARBARA AND THE
SANTA BARBARA LOCAL AGENCY FORMATION COMMISSION**

This agreement is made effective July 1, 2001, by and between the County of Santa Barbara (hereafter "County") and the Santa Barbara Local Agency Formation Commission (hereafter "LAFCO" or "Commission") with respect to the following facts:

- A. LAFCO is a public agency that operates pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Government Code Section 56000 et seq.
- B. Since 1963 the County has funded LAFCO and furnished it with office space and legal and other support services, in compliance with its obligation in former Government Code Section 56380.
- C. Beginning with fiscal year 2001-2002 the statutory funding of LAFCO is modified, making it a joint responsibility of cities and independent special districts, as well as the County. Revised Section 56380 requires the Commission to provide for its own necessary quarters, equipment, supplies and personnel and authorizes LAFCO to contract with public or private agencies for these support services and facilities.
- D. LAFCO and the County find it convenient and economical to continue and formalize their long-established relationship in accordance with the revised statutes. The purpose and intent of this agreement is to set forth the County's agreement to provide space and support services to LAFCO and LAFCO's agreement to reimburse the County.
- E. The services and materials provided by the County to LAFCO pursuant to this agreement are in addition to the County's statutory obligations set forth in Government Code Section 56386 to supply LAFCO with records or information necessary to assist the Commission or Executive Officer in the performance of their duties.

IN CONSIDERATION of the mutual rights and duties set forth in this agreement the parties agree as follows:

1. **County Administrator** - The County Administrator will serve as the coordinator with LAFCO for the Board of Supervisors and County departments as necessary.
2. **Space and Equipment** - The LAFCO office is located in the County Engineering Building, 123 East Anapamu Street, Room 235. The County shall provide LAFCO with this office space or such other space as is agreed to by the County and the Commission or its Executive Officer. LAFCO shall pay the County the usual rents and related charges paid or allocated for similar space by County agencies and departments.

The Commission shall continue be able to utilize the County Board of Supervisors hearing rooms and other County facilities for Commission meetings, subject to availability.

3. **County Financial System** - LAFCO shall participate as a fund in the County's financial management system while retaining its statutory independence to establish its own budget. The County Auditor shall provide LAFCO with general accounting, accounts payable, cost accounting and related services as the parties agree to be necessary. Financial studies and audits will be performed at a charge agreed upon by the County and LAFCO.

4. **County Counsel as LAFCO legal counsel** - The Commission has appointed the County Counsel to serve as the Commission's legal counsel, pursuant to Section 56384. If the County Counsel is subject to a conflict of interest on a matter before the Commission to County Counsel shall use best efforts to resolve the conflict or the Commission shall appoint alternative counsel.

5. **Acquisition and Purchasing Services** - LAFCO shall be entitled to participate in County programs and procedures to acquire equipment and supplies, but is not restricted from procuring equipment and supplies through other methods as determined by the Commission or its Executive Officer.

6. **Risk Management** - LAFCO shall be included in the County's risk pool and the County shall provide liability insurance, defense and indemnification to LAFCO and its officers as it would for a County department.

7. **Communications Services** - The County shall make available to LAFCO mail, telephone and related communications services while LAFCO is housed in County facilities and related services as the parties agree to be necessary.

8. **Payment by LAFCO to the County** - LAFCO shall reimburse the County for the cost of services, space and materials provided pursuant to this agreement. Payments shall be made through transfers between LAFCO and County funds in accordance with the official rates established by the County. Attachment A is an estimate of the funds that will be charged to LAFCO in Fiscal Year 2001-02.

9. **Preparation of annual LAFCO budget** - Not later than April 1 of each year, the County will notify LAFCO of the good faith estimated cost of services, space and materials for the following fiscal year. The County and the Commission or its Executive Officer shall confer and reach agreement as to rates and categories of charges prior to adoption of the final LAFCO budget.

10. **Term of Agreement** - This agreement shall be effective from July 1, 2001 to June 30, 2002 and shall automatically renew each fiscal year thereafter unless notice to terminate the agreement is given either by the County or LAFCO at least sixty (60) days

before the end of fiscal year. Any notice given later than that date will be effective only upon the next succeeding fiscal year unless otherwise agreed by the parties.

11. **Modification** - Any modification to this agreement will be effective only upon written agreement by the County and LAFCO.

12. **Construction** -The parties understand and agree that unless expressly stated herein nothing in this agreement is intended to conflict with or modify the parties' respective duties and obligations under the applicable statutes. The parties further understand and agree that unless expressly stated herein nothing is intended to bind the legislative discretion of either agency.

13. **Severability** - Any provisions of this agreement that are proved to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such remaining provisions shall remain in force and effect.

14. **No Waiver** - The failure of any party to insist on strict compliance with any of the terms, covenants or conditions of this agreement by the other party should not be deemed a waiver of that term, covenant or condition. Nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a relinquishment of that right or power for all or any other times.

15. **Designated Offices for Service of Notice** – For purposes of this agreement:

Communications to the County shall be addressed to:

County Administrator
County of Santa Barbara
105 East Anapamu Street
Santa Barbara, CA 93101

Communications to LAFCO shall be addressed to:

Executive Officer
Santa Barbara LAFCO
123 East Anapamu Street
Santa Barbara, CA 93101

16. **Entire Agreement** - This instrument contains the entire agreement between the parties and shall supersede any previous agreements between the parties.

COUNTY OF SANTA BARBARA

PASSED AND ADOPTED this 21st day of August 2001.

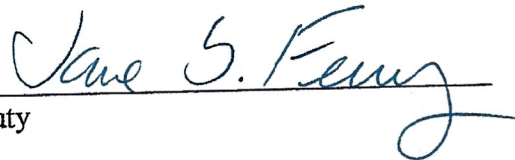
AYES: Supervisors Schwartz, Rose, Marshall, Gray, Urbanske
NOES: None
ABSTAIN: None
ABSENT: None



Chair, Board of Supervisors, Santa Barbara County

Attest:

Michael Brown
Clerk of the Board

By 

Deputy

Approved as to form
Stephen Shane Stark
County Counsel

By 

SANTA BARBARA LOCAL AGENCY FORMATION COMMISSION

AYES: Campbell, DeWees, Marshall, Orach, Rogers, Umenhofer
NOES:
ABSTAINS:

Dated: August 5, 2001



Chair, Santa Barbara LAFCCO

Approved as to form

By 

Alan Seltzer, LAFCCO Legal Counsel

Payment by LAFCO to the County for Fiscal Year 2001-02

1. **Space and Equipment** - LAFCO will pay the County for use of the office is located in the County Engineering Building, 123 East Anapamu Street, Room 235. The usual rents and related charges paid or allocated for similar space by County agencies and departments shall apply, at an amount not to exceed \$6,000 for the fiscal year.
2. **County Financial System**
 - A. The County Auditor shall provide LAFCO with general accounting, accounts payable, cost accounting and related services as the parties agree to be necessary at a cost not to exceed \$3,000 for the fiscal year.
 - B. The County Auditor shall provide financial studies and audits at a charge agreed upon by the County and LAFCO, at an estimated cost not to exceed \$2,000.
3. **County Counsel as LAFCO legal counsel** - The costs of the County Counsel shall be billed on an hourly basis, at an amount estimated not to exceed \$36,000 for the fiscal year. Any costs in addition to this amount must receive authorization by the Commission or its Executive Officer.
4. **Acquisition and Purchasing Services** - LAFCO shall be entitled to participate in County programs and procedures to acquire equipment and supplies, at no cost to the Commission.
5. **Risk Management** - The costs to LAFCO to be included in the County's risk pool and to receive liability insurance, defense and indemnification shall provided at the same rates as they would be for County agencies and departments.
6. **Communications Services** - The costs to LAFCO to be included in the County's mail, telephone and related communications services shall be at the same rates as they would be for County agencies and departments.

Mona Miyasato
County Executive Officer

Jacquelyne Alexander
Chief Deputy
Clerk of the Board



105 East Anapamu Street, Suite 407
Santa Barbara, California 93101
(805) 568-2240 • FAX (805) 568-2249
www.countyofsb.org

CLERK OF THE BOARD OF SUPERVISORS

Monday, September 26, 2022

Re: Amendments to the Santa Barbara County Clerk Services Agreement with LAFCO

Dear Mr. Prater,

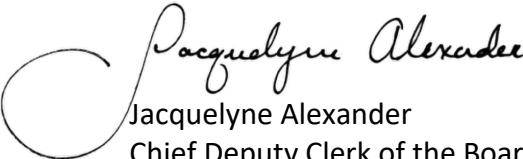
Thank you for the meeting on Thursday, September 22nd to discuss the status of the Santa Barbara County Clerk Services Agreement. Per our discussion with yourself, Bill Dillon, Terri Maus-Nisich and myself, it is the County's understanding that you would like to continue clerking services for *on-call* or *emergency* clerking service purposes. Further, you would like to continue to ensure that mail drop-off services are available in the County Clerk of the Boards Office.

Additionally, per our conversation it is understood that you do not anticipate utilizing any administrative support aspects (inclusive of clerking functions) of the current contract at this time as the fulltime LAFCO Clerk/Analyst is now in place within your office.

In order to further discuss and appropriately calculate the costs of the *on-call* clerking services, please consider the notice to terminate the ***Amended Agreement for Clerk Services Between the Executive Officer of the Santa Barbra County Local Agency Formation Commission, The Local Agency Formation Commission, and the County of Santa Barbara***, provided to your offices on Friday, September 2nd rescinded.

I look forward to working with you to establish an agreement acceptable to both LAFCO and the County.

Best,


Jacquelyne Alexander
Chief Deputy Clerk of the Board
County of Santa Barbara