

LAFCO

Santa Barbara Local Agency Formation Commission

105 East Anapamu Street ♦ Santa Barbara CA 93101

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June 2, 2005 (Agenda)

Local Agency Formation Commission

105 East Anapamu Street

Santa Barbara CA 93101

Extension of Professional Services Contract for Fiscal Year 2005-6

Dear Members of the Commission:

RECOMMENDATION

It is recommended the Commission extend for Fiscal Year 2005-2006 the professional services agreement with Braitman & Associates.

DISCUSSION

The Commission receives executive, technical, secretarial and clerical services via a professional services agreement with Braitman & Associates. The agreement is subject to annual renewal on the July 1 anniversary date of the contract.

The Commission on May 5 approved an ad hoc committee recommendation to increase the contract amount with Braitman & Associates by a cost of living adjustment of 3.0%, effective July 1, 2005. The enclosed contract reflects this change.

Please contact the LAFCO office if you have any questions regarding this matter

Sincerely,

BOB BRAITMAN

Executive Officer

Commissioners: Tim Campbell, Chair ♦ Joe Centeno ♦ Dick DeWees ♦ John Fox ♦ Bob Orach ♦ Susan Rose ♦ Bernice Stableford

♦ Jack Hawxhurst ♦ Brooks Firestone ♦ Penny Leich ♦ Cathy Schlottmann ♦ **Executive Officer:** Bob Braitman

AGREEMENT FOR PROVIDING EXECUTIVE OFFICER SERVICES

This AGREEMENT FOR PROVIDING EXECUTIVE OFFICER SERVICES (hereafter "Agreement") is entered into by and between the Santa Barbara Local Agency Formation Commission (hereafter "LAFCO" or "Commission") and Bob Braitman, d.b.a. Braitman & Associates (hereafter "Consultant").

The parties agree as follows:

1. LAFCO Authorization. LAFCO is a public agency that operates pursuant to the Cortese/Knox/Hertzberg Local Governmental Reorganization Act of 2000 (§56000 et seq. of the Government Code). Sections 56375 and 56384 provide that the Commission shall appoint an Executive Officer and may contract for professional and consulting services to carry out and effect the functions of the Commission. .

2. Retention of Consultant as Executive Officer. LAFCO desires to retain Consultant as its Executive Officer until a successor is selected and assumes the duties of Executive Officer. Consultant has the necessary expertise to perform such services, is uniquely qualified and is willing to perform these services for LAFCO.

3. Services Provided. Consultant shall perform all Executive Officer duties as specified in the Cortese-Knox/Hertzberg Local Governmental Reorganization Act of 2000, other applicable statutes and as directed by the Commission.

Consultant shall provide necessary executive, secretarial and support services including clerking meetings and maintaining the records of the Commission. Consultant shall provide general information to members of the public regarding LAFCO statutes, policies and concepts of orderly governmental boundaries, although direct participation by Consultant in significant local governmental initiatives or activities shall be predicated upon direction or authorization from the Commission.

4. Compensation and Reimbursement

A. LAFCO shall pay Consultant the amount set forth in Exhibit A for professional services pursuant to this agreement. Funding for this contract is included in the LAFCO budget as adopted by the Commission.

B. Compensation paid to Consultant shall be reviewed and adjusted on an annual basis coinciding with the preparation and approval of the LAFCO budget.

C. If there is a significant change in the workload, the Commission and Consultant may renegotiate the compensation portion of this Agreement at any time upon 30-day notice to the other party.

D. In addition to compensation paid under Paragraph 4.A., LAFCO shall reimburse Consultant for costs incurred in performing the Services Provided as set forth in Exhibit B. Costs not explicitly set forth in Exhibit A shall not be reimbursed without the prior

written consent of LAFCO. Expenses will be reimbursed only if incurred during the contract period.

E. Consultant is responsible for operating within given appropriations. The process for reimbursement of expenses that exceed given appropriations shall involve review and approval by LAFCO.

5. Independent Contractor on Payroll. The parties agree Consultant is operating as an Independent Contractor and is not entitled to benefits of a LAFCO or Santa Barbara County employee, including, but not limited to vacation pay, holiday pay, overtime pay, health insurance, disability or retirement benefits.

6. Insurance Coverage. Throughout the term of this Agreement, Consultant shall at its sole cost and non-reimbursable expense, keep in full force and effect comprehensive general liability insurance including personal injury, property damage liability and automobile liability insurance. Such insurance shall be in the amount of One Million Dollars (\$1,000,000) combined single limit for injury to or death of one or more persons in an occurrence, and for damage to tangible property (including loss of use) in an occurrence.

The policy shall name LAFCO as an additional insured, contain a cross-liability provision and shall not be reduced or canceled without thirty (30) days prior written notice to LAFCO. All policies shall be taken out with insurance companies qualified to issue insurance in the State of California. Within ten (10) days after execution of this Agreement, Consultant shall provide LAFCO with copies or certificates evidencing the existence of the amounts and forms of coverage.

7. Support by LAFCO. LAFCO agrees to furnish for the use of Consultant office space, telephone service and copy service at the County Administration Building, or other facilities acceptable to the Commission, during the term of this Agreement.

8. Conflicts of Interest. During the term of this Agreement, Consultant shall not perform any work under this contract that is considered detrimental to LAFCO's interests. Consultant shall take such measures as are deemed necessary in the performance of this contract to prevent actual conflicts of interest.

9. No assignment. Consultant shall not have the ability to assign its rights under this Agreement, or the power to delegate its duties, without the prior written consent of LAFCO.

10. Notices. All notices and other communications required or permitted hereunder to be effective shall be in writing and shall be deemed to have been duly given and received when delivered by hand, or if mailed, three (3) business days after deposit in the mail, with postage prepaid for registered or certified mail. Written notice to each party shall be addressed to:

Santa Barbara LAFCO
c/o County Administrator
105 East Anapamu Street
Santa Barbara CA 93101

Bob Braitman
Braitman & Associates
8277 Cheshire Street
Ventura CA 93004

11. Non-exclusive Contract. Nothing in this agreement shall be construed to restrict Consultant's right to enter into other agreements and provide services for others, provided such agreements or services do not interfere with Consultant's timely performance of the Services Provided, create a conflict of interest or be deleterious to the interests of the Commission.

12. General Provisions. This agreement shall be governed and construed in accordance with the laws of the State of California. It is agreed and understood by LAFCO and Consultant that this Agreement has been arrived at through negotiations, and that within the meaning of Civil Code Section 1654 neither party is to be deemed to be the party which prepared this Agreement.

13. Term of the Agreement/Termination. This agreement became effective on July 1, 1995 and continues in effect subject to annual renewal, provided the agreement may be terminated without cause by LAFCO or Consultant by giving sixty (60) days written notice to the other party, subject to payment by LAFCO of charges accumulated prior to effective date of such termination.

This renewal of the agreement was approved by LAFCO on May 6, 2004 and executed by the Consultant on the date shown below. It shall remain in effect until both parties approve a renewed Agreement or services of Consultant are terminated pursuant to the provisions of Section 13.

LOCAL AGENCY FORMATION COMMISSION

CONSULTANT

Chair, Santa Barbara LAFCO

Braitman & Associates
TIN 77-0308225

Date _____

Date _____

APPROVED AS TO FORM
LAFCO LEGAL COUNSEL

By: _____

Date: _____

EXHIBIT A

COMPENSATION

LAFCO shall pay Consultant the amount of \$12,721 per month for services pursuant to this agreement, payable upon submission of monthly invoices. In no event shall payable compensation exceed the total sum of \$152,646 for each fiscal year beginning July 1 and ending June 30.

EXHIBIT B

REIMBURSABLE EXPENSES

Travel, transportation and meals shall be reimbursed as set forth below. Reimbursable expenses include but are not limited to those listed below, however, they do not include mileage from Consultant's office in Ventura to the LAFCO office in Santa Barbara.

- Mileage at the standard Santa Barbara County rate
- Long distance telephone and fax charges
- Postage and express mail
- Messenger service
- Publications and software purchased for the Santa Barbara LAFCO
- Equipment and office supplies purchased exclusively for Santa Barbara LAFCO
- Duplicating and printing
- Computer and research services
- Travel expense, including air and other transportation, taxis, rental cars, hotel, meals and other related expenses related to LAFCO business