## **LAFCO**

## Santa Barbara Local Agency Formation Commission

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Date: November 4, 2021 (Agenda)

# Title Executive Office Contract

## RECOMMENDATION

Consider execution of Employment Contract with Mike Prater for executive officer services at annual salary of \$169,655.30 and \$14,137.94 monthly and effective December 3, 2021 reappoint Mr. Prater to a two-year term as Commission Executive Officer.

#### DISCUSSION

**Background**. The Commission appointed Mr. Prater Executive Officer effective November 22, 2020, for a term of approximately one year and entered into an employment agreement, both of which expire on December 3, 2021. The Commission recently conducted Mr. Prater's employee performance review and it is now appropriate to consider reappointment of Mr. Prater and renewal of his employment contract.

<u>Salary Increase Information</u>. It is recommended the Commission approve a two-year appointment of Mr. Prater as Executive Officer and renew his Agreement (Attachment A) for the same period with a salary increase of 5 percent. Information on the Consumer Price Index, salaries of similarly situated LAFCO's (Ventura and San Luis Obispo), the County department head salary range, and County memorandum re raises for department heads is in the table below.

**Base Salary**. Generally, the Commission has agreed to provide Mr. Prater with salary and benefits comparable to County department heads. To that end, LAFCO joined the Santa Barbara County Employees Retirement System in November 2020. Mr. Prater's starting salary was set at the then entry-level salary for a County department head, which was \$161,033.60 annually. County since raised its department head base salary to \$161,576.48, an increase of \$542.88 annually. This current base salary for County department heads has been used to calculate Mr. Prater's proposed salary, i.e., proposed salary = \$161,576.48 + 5% = \$169,655.30.

Payroll Periods; Early Expiration of Current Agreement. Mr. Prater's current contract expires on December 3, 2021. Mr. Prater is paid monthly through ADP, (which also pays Commissioner stipends and expense claims). In order to avoid applying two salary rates for Mr. Prater to December 2021, (i.e., the current salary for December 1 to 3 and new salary to December 4 to 31), language has been added to Section 2 "Term" of the new Agreement that provides "Mr. Prater's November 22, 2020 Agreement shall expire on December 1, 2021 and at that time this Agreement shall be effective." This avoids the time and expense of working with ADP to process two salary rates for one employee for the same pay period.

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**Disposition.** Ultimately, it is for the Commission to set the Executive Officer salary. The Brown Act, Government Code section 54957(b)(4), prohibits the Commission from discussing or acting on proposed compensation for an executive officer in closed session. Hence, this discussion and deliberation must be in open session. To that end, relevant documentation for this discussion is attached.

Please contact me if you have any questions.

Sincerely,

LAFCO Counsel

William M Dillon

Law Office of William Dillon

Issue area	Salary Infor	mation	Comments
Santa Barbara LAFCO Executive Officer Salary	Current	\$161,033.60	Proposed salary is 5% increase on County base
	Proposed	\$169,655.30	salary for department heads.
Proposed EO Raise	5 percent	-	
Consumer Price Index	4.7 percer	Los Angeles-Long Beach- Anaheim, Sept. 2021. (Attachment B.)	
County Dept. Heads salary increases	0% to 5% based of	on EPRs.	County HR memo, 4/27/21. (Attachment C.)
Comparable Base LAFCO Salaries, (all are employees with benefits).	SLO LAFCO	\$166,742.00	4/21 EO contract. (Available upon request.)
	Ventura LAFCO	\$178,412.00	LAFCO Coastal Region EO Salary Survey, (2020). (Attachment D.)
County Dept. Heads Salary Range.	\$161,576.29 to \$2	37,443.29	(Attachment E.)

## **Attachments**

- A. Proposed Executive Officer Employment Contract
- B. Consumer Price Index, U.S. Bureau of Labor Statistics, September 2021.
- C. County HR memorandum, April 27, 2021.
- D. LAFCO Coastal Region EO Salary Survey
- E. County Department/Corporate Leader Executive Salary Range.

## AGREEMENT FOR LAFCO EXECUTIVE OFFICER SERVICES

This AGREEMENT is entered into by and between the Santa Barbara Local Agency Formation Commission (hereafter "LAFCO" or "Commission") and Michael Prater (hereinafter "Mr. Prater" or "Executive Officer"), collectively referred to as "the parties."

WHEREAS, the Commission and Mr. Prater entered into an Agreement for LAFCO Executive Officer Services that was effective on November 22, 2020 and is set to expire on December 3, 2021.

WHEREAS, the parties wish to extend the Agreement and reappoint Mr. Prater for another two-years as LAFCO's executive officer.

NOW, THEREFORE, the parties agree as follows:

## Section 1. Duties.

- A. LAFCO agrees to employ Mr. Prater as Executive Officer as detailed below for the term specified in Section 2.
- B. Mr. Prater shall perform all Executive Officer duties as specified in the Cortese Knox Hertzberg Local Government Reorganization Act of 2000, Government Code section 56000 et seq., as amended from time to time, any other applicable statutes, and as authorized or directed by the Commission. Mr. Prater shall also perform those duties identified in the Commissioner Handbook, as amended from time to time.
- C. <u>Clerk</u>. Mr. Prater will coordinate and work with the Clerk of the Board of Supervisors, who provides clerk services to the Commission, and other agreed upon administrative services.
- D. <u>Standards of Performance</u>. Mr. Prater represents that he has the skills, expertise, and licenses and permits necessary to serve as LAFCO's Executive Officer. Accordingly, Mr. Prater shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession.

## Section 2. Term.

The term of this Agreement shall be as follows:

A. Two-Year Appointment. The reappointment of Mr. Prater as Executive Officer shall be effective on December 3, 2021 and shall expire on December 7, 2023, unless otherwise extended by the Commission subject to Section 3. The parties agree that Mr. Prater's November 22, 2020 Agreement shall expire on December 1, 2021 and at that time this Agreement shall be effective.

- B. Exclusive Employment. The Executive Officer agrees to remain in the exclusive employ of the LAFCO and neither to accept other employment nor to become employed by any other employer. The term "exclusive employ" shall not be construed to include occasional teaching or writing, performed on the Executive Officer's personal time.
- C. <u>Reappointment</u>. The Commission may in its discretion reappoint Mr. Prater as Executive Officer for an appropriate period subject to Mr. Prater's acceptance of such reappointment.

## Section 3. Termination; Severance Pay.

- A. <u>For Convenience</u>. Either party may terminate this Agreement on sixty (60) days written notice. If the Commission terminates for convenience, payment of severance pursuant to Paragraph C below shall be made by LAFCO.
- B. <u>For Cause</u>. The Commission shall have the right to terminate this Agreement immediately upon written notice at any time for employee malfeasance, breach or habitual neglect of duties under this Agreement, commission of a crime or offense punishable under state law by removal from office, or commission of acts of moral turpitude, including acts of dishonesty, fraud, or misrepresentation.
- C. <u>Severance Payment</u>. In the event the Commission terminates the Agreement for convenience, the Commission agrees to pay Mr. Prater a cash payment equal to three months aggregate salary. Said cash payment may be paid, at the option of Mr. Prater, in (1) a lump sum upon date of the termination; (2) lump sum on January 1 of the year following termination; or (3) three equal monthly payments.
- D. Reduction in Salary or Financial Benefits. In the event the Commission at any time during the term of this Agreement reduces the salary or other financial benefits of the Executive Officer, and the Commission refuses, following a written notice, to comply with providing such financial benefits, then Mr. Prater may, at his option, be deemed to be "terminated" at the date of such reduction or such refusal to comply, terminating the Agreement for convenience, within the meaning and context of the Paragraph C.
- E. <u>Voluntary Resignation</u>. In the event the Executive Officer voluntarily resigns his position with LAFCO, he shall be compensated for any accrued vacation, holidays, compensatory time and other accrued benefits.

## Section 4. Disability.

If the Executive Officer is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, beyond any accrued leave period, the Commission shall have the option to terminate this Agreement, subject to the limitations of any applicable protected leave and any other applicable ordinances and laws. The Executive Officer shall be compensated for any accrued vacation, holidays, compensatory time and other accrued benefits.

## Section 5. Salary.

- A. <u>Payment for Executive Officer Services.</u> LAFCO shall pay Contractor the amount of \$14,137.94 monthly or \$169,655.30 annually for Executive Officer services pursuant to this Agreement, payable monthly.
- B. <u>Salary Increases</u>. Anytime the County Board of Supervisors authorizes salary increases or onetime payment for Unit 41 "Department Heads," the Commission shall consider applying the increase or onetime payment to the Executive Officer.
- C. <u>Annual Salary Review</u>. The Commission agrees to salary discussions with the Executive Officer in conjunction with the annual employee performance review required in Section 7.

## Section 6. Expenses.

- A. LAFCO shall reimburse Executive Office for expenses incurred in performing services as set forth in Exhibit A. Expenses 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.
- B. Executive Office is responsible for operating within adopted LAFCO budget appropriations. The process for reimbursement of expenses that exceed given appropriations shall require review and approval by LAFCO.

## Section 7. Performance Evaluation.

The Executive Officer shall be subject to an annual performance evaluation by the Commission. At least one month prior the evaluation, the Executive Officer shall prepare and submit a list of accomplishments for the past year and performance goals for the next year.

## Section 8. Benefits.

Except as expressly provided in this Agreement, Executive Officer is eligible for the benefits set forth in the LAFCO Benefits Policy, LAFCO Handbook Sections 3 and 4.

## A. Retirement.

The Executive Officer is eligible for membership in the County of Santa Barbara Employees Retirement System ("SBCERS") and to the extent possible LAFCO will provide Executive Officer with all benefits from a group plan for hospital, surgical, medical, vision and dental insurance or programs, or for such other comparable job benefits that are afforded to management employees of the County of Santa Barbara.

1. <u>SBCERS</u>. LAFCO agrees to pay the contribution to a retirement plan with benefits that are outlined in Santa Barbara County Employees' Retirement

System General Plan 8-3: 2 percent at age 62, as set forth in the LAFCO Employee Handbook, Part 3 – Benefits, Section 3.1(C).

- 2. LAFCO may adjust the employee contribution rates to the Retirement System when such adjustments are based on an Actuary Report, recommended by the Retirement Board and approved by the Commission. The effective dates of rate adjustments shall be in accordance with the applicable provisions of the County Employees Retirement Law of 1937.
- B. <u>Health Care</u>. The following benefits may be acquired directly by Mr. Prater and his expenses for such shall be "reimbursable expenses" under Exhibit A to the Agreement, subject to the employer contribution limits applicable to management employees of the County of Santa Barbara.
  - 1. Indemnity type and/or Health Maintenance Organization ("HMO") or Preferred Provider Organization ("PPO") medical and dental plans shall be available to the Executive Officer.
  - 2. LAFCO shall contribute:
    - i. \$854.78 monthly toward the cost of the premium for Executive Officer medical plan coverage.
    - ii. \$38.88 toward the cost of the premium for dental plan coverage.
    - iii. \$40.00 toward the cost of Vision plan coverage.
  - 3. As available, the Executive Officer may select coverage from the following options.

#### Medical.

- Health Maintenance Organization Medical Plan
- Preferred Provider Organization Medical Plan

#### Dental

- Indemnity Dental Plan
- HMO Dental Plan

Executive Officer may insure his eligible dependents under one of the available medical and dental plans in accordance with the rules and regulations applicable to obtaining said dependent coverage.

C. <u>Flexible Spending Account</u>. Through Benefits Coordinate Corporation, Executive Officer is eligible to pay for eligible out-of-pocket healthcare expenses with pre-tax dollars. Eligible expenses include medical, dental, or vision costs such as plan

- deductibles, copays, coinsurance amounts, and other non-covered healthcare costs for you and your tax dependents. For 2020, Executive Officer can set aside up to \$2,700.
- D. <u>Disability Insurance</u>. The following policies may be acquired directly by Mr. Prater and his expenses for such shall be "reimbursable expenses" under Exhibit A to the Agreement.
  - 1. <u>Short term.</u> LAFCO shall provide Short Term Disability Insurance for Executive Officer. The waiting period for benefit eligibility will be 7 days. The benefit will equal sixty percent of the first \$2,500 of pre-disability earnings in accordance with specific plan provisions, limitations, and exclusions.
  - 2. <u>Long Term.</u> LAFCO shall provide Long Term Disability Insurance for Executive Officer. The waiting period for benefit eligibility will be 60 days. The benefit will equal sixty percent of pre-disability earnings in accordance with specific plan provisions, limitations, and exclusions.
  - 3. <u>State of California Disability Insurance ("SDI")</u>. The Executive Office participates in SDI. Benefits shall be integrated with paid leave as follows:
    - i. Executive Officer may use his sick leave credits to supplement his SDI benefits so that the sum of the SDI benefits and sick leave credits used equals 85 percent of his gross salary.
    - ii. Executive Officer may apply with the State for approval as soon as possible following the date of his eligibly for SDI benefits. Current eligibility begins on the eighth consecutive calendar day of an extended illness or injury.
  - 4. <u>Term Life Insurance</u>. LAFCO will provide Executive Officer basic Group Term Life Insurance at an insured amount of \$50,000.

## Section 9.

- A. Extra Cash Allowance. LAFCO shall pay to the Executive Officer an extra one hundred eighteen dollars (\$118) per month.
- B. <u>Deferred Compensation Contribution</u>. LAFCO shall contribute \$347.34 monthly to the Executive Officer's deferred compensation account.
- C. <u>Vacation</u>. The Executive Officer shall receive vacation pursuant to LAFCO employees Vacation Policy, Section 4.2.
- D. Holidays. Executive Officer shall be entitled to twelve (12) paid holidays per year on the same schedule as employees of the County of Santa Barbara Employee.
   Executive Officer shall receive sixteen (16) hours of floating holidays pursuant to Section 4.3(C) of the LAFCO Benefits Policy.

- E. Administrative Leave. Executive Officer is eligible to paid administrative leave of up to six (6) days per year in accord with County policies for accruing such leave. Paid administrative leave days shall be approved by the Chair as part of the approval process for the Executive Officer's timesheet.
- F. <u>Sick Leave</u>. Employee shall be entitled to sick leave pursuant to LAFCO Employees Time Off Policy, Section 4.1.
- G. <u>Social Security</u>. LAFCO shall provide the employer contribution to the federal Social Security Program.

## Section 10. Automobile and Phone

- A. <u>Automobile</u>. The Executive Officer shall receive a taxable automobile compensation allowance at five hundred eighty-three and 33/100 dollars (\$583.33) per month plus a non-taxable fifty-eight cents (\$0.58) per mile business reimbursement for travel, or as increased or updated annually by the Santa Barbara County Auditor Controller pursuant to guidelines of the Internal Revenue Service. The Executive Officer shall obtain and maintain general liability automobile insurance and provide proof of insurance to the LAFCO Counsel within sixty (60) days of execution of this agreement.
- B. <u>Phone</u>. The Executive Officer shall receive a non-taxable phone reimbursement of eighty-five dollars (\$85.00) per month for business use of his personal cell phone.

## Section 11. General Provisions.

## A. Support by LAFCO.

Executive Office may use his own office as necessary to provide services under this Agreement. Executive Officer shall have use of the LAFCO office space and telephone service at the County Administration Building.

## B. Conflicts of Interest.

Executive Officer is subject to and shall comply with the Political Reform Act, Government Code section 81000 et seq., the regulations of the Fair Political Practices Commission and LAFCO's Conflict of Interest Code and any applicable LAFCO policies.

C. No assignment. Executive Officer shall not assign any of rights nor transfer any of obligations under this Agreement or have the power to delegate duties without the prior written consent of LAFCO 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.

D. <u>Notices</u>. 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, five (5) business days after deposit in the mail, with postage prepaid for registered or certified mail. Written notice to each party shall be addressed to:

William Dillon LAFCO Counsel c/o Clerk of the Board 105 E. Anapamu St., Room 407 Santa Barbara, CA, 93101 Michael Prater 8484 Carmelita Av. Atascadero, CA. 93422

or at such other address or to such other person that the parties may from time to time designate in writing.

E. Ownership of documents and assets. LAFCO shall be the owner of any and all documents, publications, software, equipment, office supplies, and computers purchased by Executive Office with LAFCO funds or prepared or created by Executive Office while performing work for LAFCO. LAFCO shall also be the owner of any and all public records held by Executive Office. Executive Office shall annually report to LAFCO as part of the budget process a list of significant assets owned by LAFCO.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of LAFCO. LAFCO shall 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 Agreement.

- F. <u>Nondiscrimination</u>. Executive Office shall comply with all laws and regulations regarding unlawful discrimination in the performance of this Agreement.
- G. <u>General Provisions</u>. 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 Executive Officer 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.

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H. Modifications. This Agreement constitutes the entire understanding of the parties hereto and no changes, amendments, or alterations shall be effective unless in writing and signed by both parties.

This Agreement is entered into this 4<sup>th</sup> day of November, 2021, in Santa Barbara, County of Santa Barbara, California and shall be effective December 1, 2021.

	SANTA BARBARA COUNTY LOCAL AGENCY FORMATION COMMISSION
ATTEST:	Etta Waterfield, Chair
Clerk of the Commission	
By	
Date	Executive Officer
	Michael Prater Date:

APPROVED AS TO FORM:

LAFCO COUNSEL

William M. Dillon
Law Office of William Dillon

H. Modifications. This Agreement constitutes the entire understanding of the parties hereto and no changes, amendments, or alterations shall be effective unless in writing and signed by both parties.

This Agreement is entered into this 4<sup>th</sup> day of November, 2021, in Santa Barbara, County of Santa Barbara, California and shall be effective December 1, 2021.

	SANTA BARBARA COUNTY LOCAL AGENCY FORMATION COMMISSION
	Etta Waterfield, Chair
ATTEST: Clerk of the Commission	
By Jacquelyne Alexander,	
Date	Executive Officer
	MMC +  Michael Prater  Date: 10-21-21
APPROVED AS TO	O FORM:
LAFCO COUNSEL	
By William M. Dillon Law Office of William Dillon	

## **EXHIBIT A**

## REIMBURSABLE EXPENSES

Travel, transportation and meals shall be reimbursed as set forth below. Reimbursable expenses include but are not limited to those listed below.

- Mileage at the standard Santa Barbara County rate, calculated from Executive Officer's office in Atascadero.
- 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, including CALAFCO meetings. Hotel expenses may include up to 5 stays per fiscal year on the south coast of Santa Barbara when necessary for attending multi-day or early morning meetings on the Santa Barbara south coast.
- Health Care and Insurance expenses authorized pursuant to Section 8 of this Agreement.

Bureau of Labor Statistics > Geographic Information > Western > News Release

## Western Information Office

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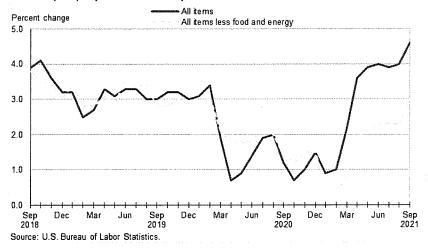
## Consumer Price Index, Los Angeles area - September 2021

#### Area prices were up 0.3 percent over the past month, up 4.6 percent from a year ago

Prices in the Los Angeles area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), increased 0.3 percent in September, the U.S. Bureau of Labor Statistics reported today. (See <a href="table.A">table.A</a>.) Regional Commissioner Chris Rosenlund noted that the September increase was influenced by higher prices for education and communication as well as shelter. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U increased 4.6 percent. (See <u>chart 1</u> and <u>table A</u>.) Food prices increased 4.7 percent. Energy prices jumped 25.9 percent, largely the result of an increase in the price of gasoline. The index for all items less food and energy increased 3.0 percent over the year. (See <u>table 1</u>.)

#### Chart 1. Over-the-year percent change in CPI-U, Los Angeles-Long Beach-Anaheim, CA, September 2018-September 2021



#### News Release Information

21-1852-SAN Wednesday, October 13, 2021

#### Contacts

Technical information:
(415) 625-2270
BL SinfoSF@bls.gov
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Media contact:

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#### PDF

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#### Related Links

CPI historical databases

#### View Chart Data

#### Food

Food prices increased 0.6 percent for the month of September. (See <u>table 1</u>.) Prices for food at home advanced 0.6 percent, led by higher prices for cereals and bakery products (2.4 percent). Prices for food away from home rose 0.5 percent for the same period.

Over the year, food prices increased 4.7 percent. Prices for food at home advanced 5.3 percent since a year ago. Five of the six grocery categories recorded price increases of 3.6 percent or more, while dairy and related products prices were unchanged. Prices for food away from home rose 4.2 percent.

#### Eneray

The energy index rose 0.3 percent over the month. The increase was mainly due to higher prices for electricity (0.6 percent). Prices for gasoline moved up 0.2 percent, but prices for natural gas service edged down 0.1 percent for the same period.

Energy prices jumped 25.9 percent over the year, largely due to higher prices for gasoline (35.0 percent). Prices paid for natural gas service jumped 16.1 percent, and prices for electricity advanced 11.6 percent during the past year.

## All items less food and energy

The index for all items less food and energy advanced 0.3 percent in September. Higher prices for education and communication (2.6 percent) and shelter (0.2 percent) were partially offset by lower prices for apparel (-1.2 percent) new and used motor vehicles (-1.1 percent), and recreation (-0.2 percent).

Over the year, the index for all items less food and energy increased 3.0 percent. Components contributing to the increase included new and used motor vehicles (15.0 percent), recreation (11.6 percent), and shelter (1.7 percent). Partly offsetting the increases was a price decrease in apparel (-1.9 percent).

Table A. Los Angeles-Long Beach-Anaheim, CA. CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

	7	47	17 2018 2019 2020			20	2021				
	20	2017							ļ		
Month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	
January	0.9	2.1	0.8	3.5	0.7	3.2	0.8	3.1	0.2	0.9	
February	0.6	2.7	0.7	3.6	0.1	2.5	0.3	3.4	0.4	1.0	
March	0.3	2.7	0.4	3.8	0.6	2.7	-0.7	1.9	0.5	2.2	
April	0.2	2.7	0.4	4.0	1.0	3.3	-0.3	0.7	1.1	3.6	
May	0.3	2.5	0.4	4.1	0.2	3.1	0.4	0.9	0.6	3.9	

	2017		2018		2019		20	20	2021	
Month	1-month	12-month								
June	-0.2	2.2	-0.2	4.0	0.0	3.3	0.5	1.4	0.6	4.0
July	0.3	2.5	0.2	3.9	0.1	3.3	0.6	1.9	0.6	3.9
August	0.3	2.8	0.2	3.9	0.0	3.0	0.1	2.0	0.2	4.0
September	0.4	3.1	0.5	3.9	0.5	3.0	-0.3	1.2	0.3	4.6
October	0.4	3.1	0.5	4.1	0.7	3.2	0.2	0.7		And the second s
November	0.1	3.6	-0.3	3.6	-0.3	3.2	0.1	1.0		n ikana armin marmura ne ni milijiki da da kitin
December	0.0	3.6	-0.3	3.2	-0.6	3.0	-0.2	1.5		APLANCE E SPECIAL COMMENTAL SECURISMENT FOR SECURISMENT

The October 2021 Consumer Price Index for the Los Angeles area is scheduled to be released on November 10, 2021.

#### Coronavirus (COVID-19) Pandemic Impact on September 2021 Consumer Price Index Data

Data collection by personal visit for the Consumer Price Index (CPI) program has been suspended since March 16, 2020. When possible, data normally collected by personal visit were collected either online or by phone. Additionally, data collection in September was affected by the temporary closing or limited operations of certain types of establishments. These factors resulted in an increase in the number of prices considered temporarily unavailable and imputed.

While the CPI program attempted to collect as much data as possible, many indexes are based on smaller amounts of collected prices than usual, and a small number of indexes that are normally published were not published this month. Additional information is available at <a href="https://www.bls.gov/covid19/effects-of-covid-19-pandemic-on-consumer-price-index.htm">https://www.bls.gov/covid19/effects-of-covid-19-pandemic-on-consumer-price-index.htm</a>.

#### **Technical Note**

The Consumer Price Index (CPI) is a measures of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total U.S. population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers approximately 29 percent of the total U.S. population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date; for most of the CPI-U the reference base is 1982-84 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from \$100 to \$107. For further details see the CPI home page on the Internet at <a href="https://www.bls.gov/cpi">www.bls.gov/cpi</a> and the CPI section of the BLS Handbook of Methods available on the internet at <a href="https://www.bls.gov/opub/hom/cpi/">www.bls.gov/opub/hom/cpi/</a>.

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.** 

The Los Angeles-Long Beach-Anaheim, CA metropolitan area includes Los Angeles and Orange Counties in California.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Federal Relay Service: (800) 877-8339.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods

## Los Angeles-Long Beach-Anaheim (1982-84=100 unless otherwise noted)

		Indexes				Percent change from-		
Item and Group	Jul. 2021	Aug. 2021	Sep. 2021	Sep. 2020	Jul. 2021	Aug. 2021		
Expenditure category								
All items	290.890	291.333	292.209	4.6	0.5	0.3		
All items (1967=100)	859.418	860.727	863.315	-	-			
Food and beverages	289.881	291.593	293.122	4.6	1.1	0.5		
Food	290.582	292.167	293.808	4.7	1.1	0.6		
Food at home	277.535	277.010	278.800	5.3	0.5	0.6		
Cereals and bakery products	283.924	282.737	289.631	3.6	2.0	2.4		

#### Footnotes

- (1) Indexes on a December 1977=100 base.
- (2) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.
- (3) Indexes on a December 1982=100 base.
- (4) Special index based on a substantially smaller sample.
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- (6) Indexes on a December 1997=100 base.
- Data not available

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		Indexes			Percent change from-			
Item and Group	Jul. 2021	Aug. 2021	Sep. 2021	Sep. 2020	Jul. 2021	Aug. 2021		
Meats, poultry, fish, and eggs	321.214	313.448	318.188	8.4	-0.9	1.5		
Dairy and related products	265.171	268,182	264.585	0.0	-0.2	-1.3		
Fruits and vegetables	372.452	382.012	380.845	6.3	2.3	-0.3		
Nonalcoholic beverages and beverage materials(1)	272.546	273.176	273.232	3.6	0.3	0,0		
Other food at home	209.102	207.404	209.000	5.4	0.0	9.0		
Food away from home	300.355	303.980	305.459	4.2	1.7	0.5		
Alcoholic beverages	260.790	263.850	263.966	3.5	1.2	0.0		
Housing	332.085	332.206	333.188	2.4	0.3	0.3		
Shelter	381.105	380.890	381.714	1.7	0.2	0.2		
Rent of primary residence(2)	403.329	403.587	403.905	1.1	0.1	0.		
Owners' equiv. rent of residences(2)(3)	395.231	395.806	396.130	1.1	0.2	0.1		
Owners' equiv. rent of primary residence(1)(2)	395.208	395.784	396.108	1.1	0.2	0.1		
Fuels and utilities	393.448	394.546	395.653	11.2	0.6	0.3		
Household energy	345.035	346.461	347.820	12.8	0.8	0.4		
Energy services(2)	343.597	345.029	346.380	12.8	0.8	0.4		
Electricity(2)	384.683	384.683	386.985	11.6	0.6	0.6		
Utility (piped) gas service( <u>2)</u>	305.289	309.848	309.431	16.1	1.4	-0.1		
Household furnishings and operations	120.866	121.846	123.284	1.9	2.0	1.2		
Apparel	107.807	111.691	110.378	-1.9	2.4	-1.2		
Transportation	238.876	236.982	235.491	15.9	-1.4	-0.6		
Private transportation	238.880	239.577	238.743	18.5	-0.1	-0.3		
New and used motor vehicles(4)	102.565	102.573	101.484	15.0	-1.1	-1.1		
New vehicles(1)	179.479	183.610	182.561	7.9	1.7	-0.6		
Used cars and trucks(1)	378.904	373.749	358.475	23.4	-5.4	-4.1		
Motor fuel	326.954	330.324	331.109	35.0	1.3	0.2		
Gasoline (all types)	319.494	322.764	323,535	35.0	1.3	0.2		
Gasoline, unleaded regular(4)	320.020	323,306	324.048	35.8	1.3	0.2		
Gasoline, unleaded midgrade(4)(5)	306.247	309.360	310.148	33.2	1.3	0.3		
Gasoline, unleaded premium(4)	306.233	309.330	310.177	32.3	1.3	0.3		
Motor vehicle insurance(1)	823.411	821.038	821.038	7.6	-0.3	0.0		
Medical care	511.849	510.897	512.342	0.6	0.1	0.3		
Recreation(6)	114.741	115.884	115.674	11.6	0.8	-0.2		
						and the borner was board or where the		
Education and communication	148.291	148.759	152.655	1.2	2.9	2.6		
Tuition, other school fees, and child care(1)	1,939.965	1,970.492	2,050.902	4.1	5.7	4.1		
Other goods and services	464.816	465.026	466.018	5.3	0.3	0.2		
Commodity and service group  All items	290.890	291.333	292.209	4.6	0.5	0.3		
Commodities	197.297	199.101	199.515	7.5	1.1	0.2		
Commodities less food & beverages	149.550	151.343	151.240	10.3	1.1	-0.1		
Nondurables less food & beverages	202.451	204.844	206.070	12.1	1.8	0.6		
Durables	98,260	99.466	98.332	7.4	0.1	-1.1		
Services	373.713	372.791	374.093	3.1	0.1	0.3		
Special aggregate indexes					]			
All items less medical care	281.186	281.675	282.525	4.9	0.5	0.3		
All items less shelter	251.018	251.738	252.632	6.6	0.6	0.4		
Commodities less food	154.482	156.332	156.235	9.8	1.1	-0.1		

#### Footnotes

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Item and Group	Jul. 2021	Aug. 2021	Sep. 2021	Sep. 2020	Jul. 2021	Aug. 2021			
Nondurables	247.439	249.502	250.888	7.6	1.4	0.6			
Nondurables less food	208.757	211.223	212.379	11.2	1.7	0.8			
Services less rent of shelter@	373.051	371.090	373.110	5.3	0.0	0.5			
Services less medical care services	360.556	359.629	361.032	3.4	0.1	0.4			
Energy	335.719	338.421	339.416	25.9	1.1	0.3			
All items less energy	290.195	290.490	291.365	3.2	0.4	0.3			
All items less food and energy	290.279	290.327	291.056	3.0	0.3	0.3			

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Last Modified Date: Wednesday, October 13, 2021

U.S. BUREAU OF LABOR STATISTICS Western Information Office Attn: EA & I, 90 Seventh Street Suite 14-100 San Francisco, CA 94103-6715



# County of Santa Barbara - Human Resources Department One County. One Future.

T805.568.2800 | F805.568.2833 | A 1226 Anacapa Street, Santa Barbara, CA 93101

April 27, 2021

## Dear COSB Colleagues:

It's time to start planning the annual leadership performance evaluations to be completed in preparation for FY 21/22. We will be utilizing the standard (longer) evaluation template, which is included here, and will be available on the HR Intranet. We have extended the deadline for submission of signed and completed FY 20-21 performance evaluations to June 25<sup>th</sup>.

Please note that County HR is working to develop a new FY 21-22 performance evaluation template and workflow with the goal of streamlining the process. This new evaluation will include performance goal setting and redesigned leadership competencies to align with the County's visions, values, and transformative behaviors. The FY 21-22 template and process will be made available later this year, and we encourage you to use that opportunity to have a mid-year check in with your managers. To give you a sense of what the new form will look like, we have included a draft version in PDF. County HR will be offering monthly information sessions on this new evaluation template and process — details regarding these sessions are forthcoming.

As part of this year's evaluation process, managers are required to complete the following mandatory trainings by the deadlines specified below:

- Have completed Civil Treatment for Leaders (if hired into or promoted to a Leadership position during FY 20/21 AND have not previously completed this training)
- Have completed Fiscal Management training (if hired into or promoted to a Leadership position during FY 20/21 AND have not previously completed this training)
- Have completed all mandated training (Cyber Security, AB1825 Harassment Prevention Training) by the deadlines identified in the following table.

The Management Classification & Salary Plan ties management increases to across the board negotiated wage increases for the County's largest employee union (SEIU Local 620). In practice, this creates a compensation pool which can be used to give management salary increases from 0% to 5%, not to exceed the total compensation pool amount allocated to your department. At this time, there are no negotiated across the board wage increases for SEIU Local 620. However, for planning purposes Human Resources will provide you with a spreadsheet of compensation pools ranging from 1% to 3% that you can use to model potential merit increases should a wage pool in that range be established. Potential increases can be made in 0.25% increments up to a 5.0% maximum per employee within the department allocation. Your individualized department spreadsheet for planning purposes will be sent to you no later than May. Further guidance regarding wage increases, if applicable, will provided at a later time. If authorized, salary increases will be based on merit only, as determined in the evaluation.

Our mission is to promote a County culture where our employees can do their best work, so our community can live its best life.

Management evaluations must be filed with County Human Resources by June 25, 2021.

A manager being rated as satisfactory or higher must:

- Be an active regular part-time or full-time Unrepresented Manager or Executive on or before January 2, 2021.
- Be in good standing (no current or pending disciplinary actions since the end of the last review period).
- Have met the mandatory training requirements.
- Have a minimum overall rating of successful or exceptional on their performance evaluation for July 2020 June 2021. All evaluations must be on file with Human Resources by June 25, 2021.

Please contact the following individuals should you have any questions:

- Lilla Smith at Ismith@sbcountyhr.org regarding training requirements
- June Mighty at <a href="mailto:JMighty@sbcountyhr.org">JMighty@sbcountyhr.org</a> regarding the evaluation form

# • Contact Lilla Smith (Ismith@sbcountyhr.org) for questions regarding these trainings including how to Complete Cybersecurity Training (contact Stewart Johnston: sjohnston@countyofsb.org if you have Complete AB1825 Harassment Prevention for Managers Training Complete Civil Treatment for Leaders Training Complete Fiscal Management Training 2020-2021 Management Evaluation Process and Timeline not completed the training) access by May 31st

 County HR will distribute MSI planning spreadsheets to Department Heads (return date to CoHR to be determined)

ov May 31st

Submit your Department's signed FY 20-21 performance evaluations to County HR

Signed evaluations should be emailed to Stefan Brewer (sbrewer@sbcountyhr.org)

by June 25th

Our mission is to promote a County culture where our employees can do their best work, so our community can live its best life.

**LAFCO Coastal Region EO Salary Survey** 

County		Base Salary	Fiscal Year
Alameda	\$	139,911	18-19
Contra Costa	\$	155,076	19-20
Marin	\$	150,000	19-20
Monterey	\$	182,668	18-19
Napa	\$	129,227	19-20
San Benito	No o	lata available	N/A
San Francisco	No o	lata available	N/A
San Luis Obispo	\$	152,637	19-20
San Mateo	\$	157,412	18-19
Santa Barbara	\$	159,389	18-19
Santa Clara	\$	145,213	18-19
Santa Cruz	\$	140,000	19-20
Solano	\$	140,000	19-20
Sonoma	\$	147,306	18-19
Ventura	\$	178,412	18-19
Average	\$	152,096	



# **Department/Corporate Leader - Executive**

Class Code: 8011

COUNTY OF SANTA BARBARA Established Date: Jun 1, 2006 Revision Date: Jan 16, 2008 Bargaining Unit: Appointed Department Heads

## **SALARY RANGE**

\$77.42 - \$113.77 Hourly \$6,214.48 - \$9,132.43 Biweekly \$13,464.71 - \$19,786.94 Monthly \$161,576.48 - \$237,443.29 Annually

## **DESCRIPTION:**

This at-will classification includes appointed senior executive leaders, including department heads and assistants to the County Executive Officer (CEO), who report directly to the CEO.

**DISTINGUISHING CHARACTERISTICS:** County leaders are expected to uphold the values of accountability, customer-focus, and efficiency (ACE). Incumbents lead other managers and model behaviors that exemplify quality customer service; provide effective and ethical leadership; creatively and strategically plan, develop, and implement programs that use human and financial resources to achieve results; are accountable for strategy and goal formation consistent with the County's mission and key business objectives; engage stakeholders; communicate and collaborate effectively at multiple levels; develop employees; analyze issues and data; and efficiently use public resources.

## **EXAMPLES OF DUTIES:**

#### **Department Heads:**

- 1. Operates in an environment that includes elected officials, non-elected officials, governmental agencies, community interest groups, and the general public.
- 2. Maintains a countywide perspective while leading a specific department.
- Has full responsibility for a department's operations, including customer service delivery, community impacts, regulatory compliance, fiscal accountability, and performance outcomes and measurements.
- 4. Sets the vision, mission, priorities, goals, business objectives, and values for a department consistent with and stemming from those set by the CEO and Board of Supervisors for the entire County.
- 5. Ensures alignment of department, division, program, project, and individual goals and efforts with department business objectives.
- Ensures coordination of department efforts with affected internal and external stakeholders.

## Assistants to the CEO:

- 1. Supervises department heads.
- 2. Maintains a countywide perspective and responsibility for decision making and policy setting at the county level.
- 3. Resolves countywide issues and leads initiatives that have countywide impacts.
- 4. Operates in an environment that includes elected officials, non-elected officials governmental agencies, community interest groups, and the general public.
- Responsible for County operations including customer service delivery, community impacts, regulatory compliance, fiscal accountability, performance outcomes, and measurements.
- 6. Works with the CEO and the Board of Supervisors to set the County vision, mission, priorities, goals, business objectives, and values.
- 7. Coordinates and implements Board of Supervisor initiatives.
- 8. Ensures departments and countywide projects and initiatives are aligned with County business objectives.

## **EMPLOYMENT STANDARDS:**

- 1. Experience and/or education directly related to the level of leadership and the scope of organizational authority/responsibility required by the position.(This is typically determined at the time of recruitment.); or,
- 2. a combination of training, education, and experience that is equivalent to the employment standard listed above and that provides the required knowledge and abilities, and
- The core competencies listed below and the ability to immediately demonstrate these competencies consistent with the position's level in the leadership series and the specific work assignment; and
- Intensity: Goes after the goal with passion; is results oriented, and gets the job done. Key Concepts: Risk-taker; results-oriented; and initiative driver.
- Ethical Behavior: Does what is right regardless of temptations and pressures to do otherwise; upholds the public's trust; and conducts self-according to a set of principles. *Key Concepts:* Respect; trust; responsible; fair; and caring.
- Influence: Affects successful outcomes for the organization through the use of
  masterful leadership, collaboration, and a keen understanding of the organization, its
  goals, and the interests of all parties. Key Concepts: Engaged; collaborative; strategic
  orientation; situational awareness; organizationally savvy; inspirational; energizingempowering; team orientation; and change agent.
- Commitment: Successfully builds relationships with and promotes involvement of diverse groups; considers the needs of diverse clients when developing policies and procedures related to service; works closely with diverse groups to identify and deliver services that meet their needs and the strategic objectives of the program; establishes customer service as the single purpose to which all resources are dedicated; focuses on delivering the best services possible to the public; focuses on customer needs; and is committed to public service. Key Concepts: Public servant; and customer service.
- Interpersonal Skills: Possesses and uses versatile communication styles and approaches; understands the underlying psychology of why people act as they do and changes approach to affect positive outcomes; builds rapport throughout the organization; and develops human potential. Key Concepts: Staff development; communication; listening; delegation; recognition; and buy-in.
- **Resiliency**: Is adaptable; takes direct action; leads by example; exhibits tenacity. This leader is ready, flexible, self-reliant, and has a reputation for finding opportunities in difficult situations. *Key Concepts:* Action-orientation; adaptability; flexibility; agility; tenacity; survivability; courage; confidence; and intuition.

Craftsmanship: Rejects the "good enough for government work" attitude; takes
ownership of work done and results accomplished; takes pride in delivering quality
services to customers; seeks out opportunities to develop new and creative solutions
and programs; imagines possibilities; defines a vision, and works to bring vision into
reality. Key Concepts: Innovative; imaginative; inventive; pride-in-work; accountability;
self-development; and self-starter.

## SUPPLEMENTAL INFORMATION:

#### **Additional Qualifications:**

Some assignments may require incumbents to possess some or all of the following:

- Current technical/professional knowledge of the complex principles, methods, standards, and techniques associated with the scope of work of a recognized profession.
- Possession of license(s) and/or certifications associated with the assignment.
- · Educational degree in a specific area of study.
- Possession of a valid California Driver's License, Class C or higher, by the date of appointment.
- Some positions require completion of a background investigation to the satisfaction of the County.

## **ADDITIONAL CLASS INFORMATION:**

Class: #8011 EEOC: 0

Medical: Varies by position

Vts Pts: No

Bargaining Unit: 41

EST: 6.06 REV: 1.08