

# LAFCO

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**Santa Barbara Local Agency Formation Commission**  
105 East Anapamu Street ♦ Santa Barbara CA 93101  
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September 3, 2009 (Agenda)

Local Agency Formation Commission  
105 East Anapamu Street  
Santa Barbara CA 93101

## **Ad hoc Committee Report on Staff Contract and Compensation**

Dear Members of the Commission:

At the meeting on July 2 Chair Bob Orach appointed an *ad hoc* committee of Joe Centeno, Dick DeWees and Cathy Schlottmann to consider LAFCO staffing arrangements and report back to the Commission.

All members of the *ad hoc* committee met and discussed these matters on July 20; this report presents the committee's analysis, judgment and recommendations.

Services obtained by contract - The Santa Barbara LAFCO obtains staff services via a four-year contract with Braitman & Associates. The *ad hoc* committee reached the following conclusions:

1. Commission staffing needs are being met professionally, economically and satisfactorily and the services performed meet the Commission's requirements and objectives.
2. The Commission received few complaints about delays or confusion in processing matters due to contractor performance.
3. The Commission is well served and existing contractual services are cost-effective.

Recommendation for contract extension and compensation – The *ad hoc* committee recommends the staff services contract with Braitman & Associates be renewed for an additional four-year period. The wording of the contract allows either party – Executive Officer or Commission - to terminate the contract by giving appropriate written notice to the other party.

Further, we recommend that compensation continue to be tied to changes in the Consumer Price Index (CPI) for the Los Angeles region, which is the index used by the County and many other local agencies. The current level of compensation would be adjusted beginning July 1, 2010 and each July 1 thereafter, based on the most recent annual figures for changes in the CPI, but in no case to exceed a three percent (3%) compensation increase in any one year.

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This report represents our recommendations. It is extremely unfortunate that Commissioner Dick DeWees passed away before being able to sign this report which reflects his views. A contract with these provisions is enclosed for the Commission's consideration and approval.

If you have any questions, please contact any members of the *ad hoc* committee

Sincerely,



JOE CENTENO  
Commissioner



CATHY SCHLOTTMANN  
Commissioner

## 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 "Contractor").

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 affect the functions of the Commission. .

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

3. Services Provided. Contractor 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.

Contractor shall provide necessary executive, secretarial and support services including clerking meetings and maintaining the records of the Commission. Contractor shall provide general information to members of the public regarding LAFCO statutes, policies and concepts of orderly governmental boundaries, although direct participation by Contractor 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 Contractor the amount of \$14,082 per month for services pursuant to this agreement, payable upon submission of monthly invoices.

B. Compensation paid to Contractor shall be adjusted on an annual basis coinciding with the preparation and approval of the LAFCO budget as follows. On July 1 of each year of this Agreement, compensation paid to Contractor shall be adjusted in accordance with the increase, if any, in the cost of living as reflected in the Consumer Price Index (CPI) for the Los Angeles/Long Beach area for the prior 12 months. The maximum increase in annual compensation each year shall not exceed 3%. The level of compensation shall not be reduced if there is a negative CPI. Funding for this contract is included in the LAFCO budget as adopted by the Commission.



C If there is a significant change in the workload, the Commission and Contractor 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 Paragraphs 4.A and B., LAFCO shall reimburse Contractor for costs incurred in performing services as set forth in Exhibit A. 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. Contractor 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 Contractor 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, Contractor 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, Contractor shall maintain in the LAFCO office 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 Contractor 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, Contractor shall not perform any work under this contract that is considered detrimental to LAFCO's interests. Contractor shall take such measures as are deemed necessary in the performance of this contract to prevent actual conflicts of interest.

9. No assignment. Contractor 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 Executive Officer  
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 Contractor's right to enter into other agreements and provide services for others, provided such agreements or services do not interfere with Contractor'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 Contractor 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 Agreement/Termination. This agreement is effective on July 1, 2010, and shall continue in effect, subject to annual compensation adjustment, for a term of four (4) years, provided the agreement may be terminated without cause by LAFCO or Contractor 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.

LOCAL AGENCY FORMATION COMMISSION

CONTRACTOR

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Chair, Santa Barbara LAFCO

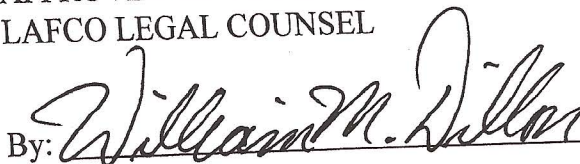
Date \_\_\_\_\_



\_\_\_\_\_  
Braitman & Associates  
TIN 77-0308225

Date 8/18/09

APPROVED AS TO FORM  
LAFCO LEGAL COUNSEL

By: 

Date: 8/18/09

# EXHIBIT A

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## 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 Contractor'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