

LAFCO
COMMISSION AGENDA FOR
JUNE 6, 2013

May 20, 2013

To: Each Member of the Local Agency
Formation Commission

From: William M. Dillon, Senior Deputy
County Counsel

Additional Staff Contact: Paul Hood

Subject: Proposed Administrative Services Agreement

LAFCO Agenda Item for June 6, 2013 Regular Meeting



Recommendation

Consider execution of Administrative Services Agreement with County of Santa Barbara and Paul Hood for Commission clerk and other administrative services.

Discussion

On March 7, 2013, the Commission entered into an agreement with Paul Hood for LAFCO executive officer services for a period of up to two years for \$14,579 per month ("Executive Officer Agreement"). That Agreement also requires Mr. Hood to provide necessary secretarial and administrative support services, including clerking meetings and maintaining records of the Commission. Mr. Hood will pay for these services out of the compensation provided to him under the Executive Officer Agreement.

The Commission rather than the executive officer pays for LAFCO web site expenses. Such costs have been very low, at \$250.00 per quarter. While this cost is extremely reasonable, the level of services at times was a little slow to respond to the Executive Officer's requests that certain documents be posted to the LAFCO website. While this has not resulted in any failure to meet statutory requirements for posting documents to the internet, the Commission may still wish to consider upgrading this service, as the current vendor is a "one man operation" that was retained by Mr. Braitman and is located in Ventura County. If requested, the County can provide this service to LAFCO on a time and materials basis.

For clerk services, Mr. Hood proposes a contract with the County of Santa Barbara to retain the Clerk of the Board of Supervisor's. The Clerk of the Board is extremely well qualified to provide such services. Extensive discussions have taken place between Mr. Hood and Senior Deputy Clerk Mike Allen about the nature and scope of these services. Mr. Allen would assign an employee in his office to be the principal

person to provide under his supervision the clerking of all Commission meetings, including preparing agendas, minutes, and attending hearings. Among the benefits of using the Clerk of the Board is it will give LAFCO a staffed public counter within the County Administration building in Santa Barbara for the public filing of petitions and other LAFCO business related matters. This Office can also assist Mr. Hood in the management of LAFCO files kept in the LAFCO Office in the County Engineering building.

The Commission is asked to also sign the Administrative Services Agreement for two reasons. First, it gives the Commission the option to also obtain website management services from the County, subject to Commission approval of the necessary budget to fund this service. Second, when Mr. Hood's contract expires in two years or if the Executive Officer Agreement should end earlier for any reason, the Administrative Services Agreement gives the Commission the option to continue to receive administrative services from the Clerk of the Board.

Therefore, the Commission is asked to execute the Administrative Services Agreement.

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

This Agreement for Clerk Services (“Agreement”) is entered into 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 (hereinafter “County” and collectively referred to as “the parties”).

RECITALS

A. On March 7, 2013, the Commission entered into a contract for Professional and Executive Officer Services (“LAFCO Executive Officer Contract”) that retained Paul Hood as the LAFCO Executive Officer, effective July 1, 2013.

B. The LAFCO Executive Officer Contract requires the LAFCO Executive Officer to provide clerk services to the Commission.

C. The LAFCO Executive Officer has proposed to obtain clerk services for the Commission from the Clerk of the Board of Supervisors as this office has the professional expertise and resources to provide these services.

NOW, THEREFORE, IN CONSIDERATION of the mutual rights and duties set forth in this Agreement, the parties agree as follows:

1) Clerk Duties. Through the Clerk of the 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 required by the Brown Act, Government Code section 54950 et seq. and by any applicable Commission adopted policy.

- b. Notice of Hearing. The LAFCO Executive Officer will prepare and distribute any notice of hearing required pursuant to Government Code section 56154 or any other provision of the Cortese Knox Hertzberg Act, Government Code section 56000 et seq.
- 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, County Counsel, and any parties or members of the public who are to receive such material. Distribution may be electronically where appropriate.
- d. Filings. The Clerk shall receive filing of petitions and applications for organizational and reorganizational changes and other official filings pursuant to the Cortese Knox Hertzberg Act. The Clerk will also receive hard copy public comment letters on items on the Commission agenda. All such documents shall be forwarded to the LAFCO Executive Officer as soon as practicable and to the Commission as appropriate.
- e. Optional Services. If requested in writing by the LAFCO Executive Officer, the Clerk shall provide the following services:
 - 1) Website management, including posting agendas and staff reports.
 - 2) Subject to the oversight of the LAFCO Executive Officer, Commission records retention and management.
- 2) Reimbursement: County will prepare and submit a regular bill for such services monthly.
 - a. Clerk Staff Services. The LAFCO Executive Officer shall reimburse County for the cost of services provided by the Clerk, as identified in paragraph 1. County charges for Clerk staff services shall be based on an hourly charge, including overhead, established annually by the Santa Barbara County Auditor's Office.
 - b. Optional Services. If optional services are provided by the County,
 - i. Website management. If website management is provided by County, the Commission shall pay County \$XXX.00 per quarter to manage the LAFCO website. County will issue an invoice on a regular basis for such services.

ii. File management. If file management is provided by the Clerk's Office, such costs shall be paid by the LAFCO Executive Officer. The Clerk shall include the cost of such services in any invoice submitted

3) Payment. The LAFCO Executive Officer shall pay County for any properly submitted invoice within 30 days of receipt. Where services are to be paid by the Commission, the LAFCO Executive Officer shall cause such payments to be made from the appropriate Commission budget account.

4) Records. County shall keep and provide to the LAFCO Executive Officer and the Commission or its agents, upon request, accurate 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. This Agreement may be terminated for convenience by any party by giving sixty day written notice. If the LAFCO Executive Officer submits notice of termination, at the option of the Commission, this Agreement shall not terminate as between County and the Commission. Any Commission notice to exercise of this option shall be provided in writing to County within 45 days of receipt of the LAFCO Executive Officer's notice of termination. In the event of exercise of this option, the Commission shall pay County for any services provided under this Agreement.

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 official capacity as LAFCO Executive Officer. If and when Mr. Hood's appointment as LAFCO Executive Officer expires, the rights and duties of the LAFCO Executive Officer shall automatically be assigned to the Commission, or at the option of the Commission, to Mr. Hood's successor. Except as specifically provided herein, this Agreement shall not be assignable without the specific written consent of all parties.

8) Modification. This Agreement may only be amended in a writing executed by all parties.

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

ATTEST:
Clerk of the Board

By _____
Deputy

LAFCO Executive Officer

Paul Hood
Date: _____

APPROVED AS TO FORM:

RAY AROMATORIO
Risk Manager

By _____

Santa Barbara County

By _____
Chair
Date: _____

Local Agency Formation Commission

By _____
Chair
Date: _____

DENNIS MARSHALL
County Counsel

By 

ROBERT W. GEIS
Auditor Controller

By _____

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