

LAFCO
COMMISSION AGENDA FOR
MARCH 7, 2013

February 27, 2013

To: Each Member of the Local Agency
Formation Commission

From: William M. Dillon, Senior Deputy
County Counsel

Subject: LAFCO Agenda Item for March 7, 2013 Regular Meeting



A handwritten signature in blue ink, appearing to be "W. M. Dillon", is written over the "From:" line of the header.

Recommendation

Consider approval of the following actions regarding contractual services and interim executive officer services for the Local Agency Formation Commission ("LAFCO"):

- A. Approve contract with Paul Hood to provide for the following services:
 - 1. Professional services from March 7, 2013 to June 30, 2013, for \$5,000 per month; and
 - 2. Effective July 1, 2013, for a period of up to two years, interim LAFCO executive officer services for \$14,579 per month.
- B. Appoint Paul Hood to be Interim Executive Officer of Santa Barbara LAFCO effective July 1, 2013.
- C. Approve amendment to LAFCO 2012-2013 budget to transfer \$20,000 from contingency funds (Account No. 2344) to contractual services account (Account No. 7510).

Discussion

Effective June 30, 2013, LAFCO's contract for executive officer services with its current executive office will end. For executive officer services from July 1 and forward, the Commission has explored interim options and through County Counsel has negotiated a proposed agreement for such services with Mr. Paul Hood. Mr. Hood served as the San Luis Obispo LAFCO executive officer from 2001 to 2009. Prior to 2002, Mr. Hood was employed as an analyst with the San Luis Obispo County Executive Officer and, as part of his duties, served as the County designated employee to be the LAFCO executive officer. He performed those duties as a county employee from 1980 to 2002.

The proposed agreement with Mr. Hood has two components. First, from March 7, 2013 to June 30, 2013, he will provide professional services as a consultant to the Commission including reviewing and providing recommendations on the proposed and final 2013-2014 budget; policies and procedures; administrative systems, and other related tasks as identified by the Commission. During this time period, Mr. Hood will also coordinate with current executive officer to arrange for the transfer of files and any

other LAFCO documents and assets as necessary to efficiently effectuate Mr. Hood's transition to appointment as LAFCO executive officer effective on July 1, 2013. For these services, Mr. Hood will be compensated a flat fee of \$5,000 for each month of service.

Second, effective July 1, 2013, Mr. Hood will perform all LAFCO executive officer duties as specified in the Cortese-Knox/Hertzberg Local Government Reorganization Act of 2000, as amended from time to time, any other applicable statutes, and as directed by the Commission. The term of the agreement for executive officer services is up to two years. Mr. Hood will provide all necessary executive, secretarial and support services including clerking meetings and maintaining the records of the Commission. Mr. Hood may at his own expense hire an assistant to provide support for professional services to Mr. Hood.

As part of Mr. Hood's executive officer duties, he is also to assess the fiscal and administrative operation of LAFCO and within 12 to 18 months he is to advise the Commission on any proposals for organizational changes, including budget and staffing levels. For all executive officer services, Mr. Hood shall be paid \$14,579 per month.

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LAFCO Executive Officer Contract

AGREEMENT FOR PROVIDING PROFESSIONAL AND 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 Paul Hood, (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, as amended, (§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. LAFCO desires to retain Contractor in two successive capacities: 1) for general professional services from March 7 to June 30, 2013 and 2) for Executive Officer services, both as detailed below.

3. Professional Services. Effective March 7 and ending June 30, 2013, to provide professional services to the Commission:

A. Services. Review, analyze and report to the Commission on the following: proposed and final LAFCO budgets for fiscal year 2013-2014; policies and procedures; LAFCO administrative systems, and other related tasks as identified by the Commission. Contractor shall also coordinate with current Executive Officer on transfer of files and any other LAFCO documents and assets as necessary to efficiently effectuate Contractor's transition to appointment as LAFCO executive officer effective on July 1, 2013.

B. Compensation. For the services describe in this paragraph, Contractor shall be receive \$5,000 for each month.

4. Executive Officer Services. Effective July 1, 2013, Contractor shall provide professional services as its Executive Officer. Contractor has the necessary expertise to perform such services, is uniquely qualified and is willing to perform these services for LAFCO.

A. Services Provided.

a. Contractor shall perform all Executive Officer duties as specified in the Cortese-Knox/Hertzberg Local Government Reorganization Act of 2000, as amended from time to time, any other applicable statutes, and as authorized by the

Commission.

Contractor shall provide necessary executive, secretarial and support services including clerking meetings and maintaining the records of the Commission. Contractor may at his own expense hire an assistant to provide professional services to Contractor, which shall be overseen and paid for by Contractor. 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 authorization from the Commission.

b. Contractor shall continue to assess the administrative operation of LAFCO and within 12 to 18 months of assuming Executive Officer duties advise the Commission on any proposals for organizational changes, including budget and staffing levels, and all policies and procedures.

B. Payment for Executive Officer Services. LAFCO shall pay Contractor the amount of \$14,579 per month for Executive Officer services pursuant to this agreement, payable upon submission of monthly invoices.

C. CPI. Payment pursuant to this paragraph paid to Contractor shall be adjusted on July 1, 2014 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 compensation shall not exceed 3 percent. 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.

D. Expenses. In addition to payment under Paragraphs 4.A and B., above, 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. The parties agree Contractor is an Independent Contractor and is not entitled to benefits of LAFCO or Santa Barbara County employee,

including, but not limited to vacation pay, holiday pay, overtime pay, health insurance, disability or retirement benefits.

6. Standards of Performance. Contractor represents that he has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature, which Contractor delivers to LAFCO pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor profession.

7. Insurance Coverage. Contractor shall provide the following insurance coverage.

- A. Throughout the term of this Agreement, Contractor shall at its sole cost and non-reimbursable expense, keep in full force and effect, for all operations performed by or on behalf of Contractor under this Agreement, 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. The policy shall be primary and non-contributory to the full limits stated in the declarations, and if LAFCO has other valid and collectible insurance for a loss covered by this policy, LAFCO's policy shall be excess only. Contractor's policies shall be taken out with insurance companies qualified to issue insurance in the State of California.

- B. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with one million dollar (\$1,000,000) limits covering all persons including volunteers providing services on behalf of Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, Contractor may certify or warrant in writing to LAFCO that Contractor does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by County Counsel.

C. Within ten (10) days after execution of this Agreement, Contractor shall provide to County Counsel and also maintain in the LAFCO office copies or certificates evidencing the existence of the amounts and forms of coverage required by this Agreement.

8. Support by LAFCO. Contractor shall provide his own office as necessary to provide services under this Agreement. LAFCO agrees to allow Contractor reasonable auxiliary use LAFCO office space and telephone service at the County Administration Building, or other facilities acceptable to the Commission, during the term of this Agreement.

9. 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. Contractor shall not work for any special district or city located within Santa Barbara County or the County of Santa Barbara during the term of this agreement.

10. No assignment. Contractor shall not assign any of his rights nor transfer any of his obligations under this Agreement or have the power to delegate his 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.

11. 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, 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:

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

Paul Hood
P.O. Box 1641
Atascadero, CA. 93423

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

12. Ownership of documents and assets. LAFCO shall be the owner of any and all documents, publications, software, equipment, office supplies, and computers purchased by Contractor with LAFCO funds or prepared or created by Contractor while performing work for LAFCO. LAFCO shall also be the owner of any and all public records held by Contractor. Contractor 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.

13. Nondiscrimination. Contractor shall comply with all laws and regulations regarding unlawful discrimination in the performance of this Agreement.

14. 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.

15. 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.

16. Term of Agreement/Termination for Executive Officer Services. Contractor shall commence providing Executive Officer services on July 1, 2013, and shall continue in effect, subject to annual compensation adjustment, for a term of two (2) 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

Chair, Santa Barbara LAFCO

Paul Hood
Paul Hood

Date _____

Date 2/27/13

APPROVED AS TO FORM
DENNIS MARSHAL, COUNTY COUNSEL

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

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, however, they do not include mileage from Contractor's office in Atascadero to the Santa Barbara County boundary in Santa Maria but may include mileage from the Santa Maria to the city of 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, including CALAFCO meetings.