

L A F C O M E M O R A N D U M

SANTA BARBARA LOCAL AGENCY FORMATION COMMISSION
105 East Anapamu Street ♦ Santa Barbara CA 93101 ♦ (805) 568-3391 ♦ Fax (805) 568-2249

March 6, 2014 (Meeting)

TO: Each Member of the Commission

FROM: Paul Hood *PLH*
Executive Officer

SUBJECT: LAFCO Agenda Item 7(a)

RECOMMENDATION: Amend the LAFCO Budget for Fiscal Year 2013/2014 to transfer up to \$30,000.00 from Contingencies and Reserves to pay for the Transfer of Clerk Costs.

DISCUSSION: On March 7, 2013, your Commission approved a two year contract for Executive Officer services beginning July 1, 2013. The Executive Officer has completed 8 months of the two year contract. The contract states that the Executive Officer is responsible for paying the cost of clerk services for the Commission. This is a carryover from the previous Executive Officer's contract.

On June 6, 2013, the Commission entered into an agreement with the County of Santa Barbara and the Executive Officer for Clerk services from the Clerk to the Board of Supervisors. Over the first six months of the employment contract, the Executive Officer has been billed \$26,386 for clerk services. Projected over a full year, this would exceed \$52,000. This would leave an annual base pay of approximately \$122,000. The Executive Office receives no benefits under the terms of the employment contract.

ATTACHMENTS: July 2013 through December 2013 Clerking Support Invoices and Back-up

This is a policy issue for the Commission to determine.

Agenda Item No. 7 (a)



Remit to:

Santa Barbara County
 County Executive Office-COB
 105 E. Anapamu St., Rm. 407
 Santa Barbara, CA 93101
 (805) 568-2240

INVOICE

Bill To: Paul Hood, LAFCO Executive Officer
 P.O. Box 1641
 Atascadero, CA 93423

Invoice # 012-004

Invoice Date 01/31/14

Terms Net 30 days

Date	Description	Qty	Amt/unit	Amount
01/31/14	Clerk of the Board clerical support to LAFCO,07/1/13-07/31/13			
	Salaries & Benefits	12	Hours	1,029.69
	Administrative Overhead at 75.65%			778.96
	Office Expense			
	Postage			

Amount Due \$ 1,808.65

Remarks:

----- Cut and remit with payment -----

Received from: Paul Hood, LAFCO Executive Officer Amount Enclosed \$

	Dept	Acct	Prog	Org	Proj	Activ	Area	Amount	Invoice Description
Internal Financial Coding	012	5739	4020			LFCO		1,808.65	012-004 Clerk of the Board clerical support to LAFCO,07/1/13-07/31/13
Total								\$ 1,808.65	012-004

Expenditure Transactions

From 7/1/2013 to 7/31/2013

Selection Criteria: Fund = 0001; Department = 012; Program = 4020; Activity = LFCO

Layout Options: Summarized By = LineItemAccount; Page Break At = Fund

Document	Post On	Fund	Dept	Description	Amount	Prog	Actv
Line Item Account 6100 -- Regular Salaries							
AUT - PAY1316	7/21/2013	0001	012	Payroll for Pay Period 201316	335.46	4020	LFCO
				Total Regular Salaries	335.46		
Line Item Account 6400 -- Retirement Contribution							
AUT - PAY1316	7/21/2013	0001	012	Payroll for Pay Period 201316	98.29	4020	LFCO
				Total Retirement Contribution	98.29		
Line Item Account 6500 -- FICA Contribution							
AUT - PAY1316	7/21/2013	0001	012	Payroll for Pay Period 201316	20.39	4020	LFCO
				Total FICA Contribution	20.39		
Line Item Account 6550 -- FICA/Medicare							
AUT - PAY1316	7/21/2013	0001	012	Payroll for Pay Period 201316	4.77	4020	LFCO
				Total FICA/Medicare	4.77		
Line Item Account 6600 -- Health Insurance Contrib							
AUT - PAY1316	7/21/2013	0001	012	Payroll for Pay Period 201316	39.82	4020	LFCO
				Total Health Insurance Contrib	39.82		
Line Item Account 6610 -- Life & Disability Insur							
AUT - LTD0713	7/31/2013	0001	012	Life and LTD Charges for July 2013	1.30	4020	LFCO
				Total Life & Disability Insur	1.30		
Line Item Account 6951 -- Leave Overhead Applied							
AUT - PAY1316	7/21/2013	0001	012	Payroll for Pay Period 201316	72.60	4020	LFCO
				Total Leave Overhead Applied	72.60		
Line Item Account 6990 -- Accrued Salaries and Benefits							
AUT - PAYAC17	7/31/2013	0001	012	ACCRUE PAYROLL 7/22/2013 THRU 7/31/2013	457.06	4020	LFCO
				Total Accrued Salaries and Benefits	457.06		



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 P.O. Box 1641
 Atascadero, CA 93423

Invoice # 012-004

Invoice Date 01/31/14

Terms Net 30 days

Date	Description	Qty	Amt/unit	Amount
01/31/14	Clerk of the Board clerical support to LAFCO,08/1/13-08/31/13			
	Salaries & Benefits	20	Hours	1,318.38
	Administrative Overhead at 75.65%			997.35
	Office Expense			
	Postage			

Amount Due \$ 2,315.73

Remarks:

----- Cut and remit with payment -----

Received from: Paul Hood, LAFCO Executive Officer Amount Enclosed \$

	Dept	Acct	Prog	Org	Proj	Activ	Area	Amount	Invoice Description
Internal Financial Coding	012	5739	4020			LFCO		2,315.73	012-004 Clerk of the Board clerical support to LAFCO,08/1/13-08/31/13
Total								\$ 2,315.73	012-004

Expenditure Transactions

From 8/1/2013 to 8/31/2013

Selection Criteria: Fund = 0001; Department = 012; Program = 4020; Activity = LFCA
 Layout Options: Summarized By = LineItemAccount; Page Break At = Fund

Document	Post On	Fund	Dept	Description	Amount	Prog	Actv
Line Item Account 6100 -- Regular Salaries							
AUT - PAY1318	8/18/2013	0001	012	Payroll for Pay Period 201318	559.09	4020	LFCA
Total Regular Salaries					559.09		
Line Item Account 6400 -- Retirement Contribution							
AUT - PAY1318	8/18/2013	0001	012	Payroll for Pay Period 201318	163.81	4020	LFCA
Total Retirement Contribution					163.81		
Line Item Account 6500 -- FICA Contribution							
AUT - PAY1318	8/18/2013	0001	012	Payroll for Pay Period 201318	34.66	4020	LFCA
Total FICA Contribution					34.66		
Line Item Account 6550 -- FICA/Medicare							
AUT - PAY1318	8/18/2013	0001	012	Payroll for Pay Period 201318	8.11	4020	LFCA
Total FICA/Medicare					8.11		
Line Item Account 6610 -- Life & Disability Insur							
AUT - LTD0813	8/2/2013	0001	012	Life and LTD Charges for July 2013	1.30	4020	LFCA
AUT - LTD0813	8/2/2013	0001	012	Life and LTD Charges for July 2013	-1.30	4020	LFCA
AUT - LTD0813	8/31/2013	0001	012	Life and LTD Charges for August 2013	2.12	4020	LFCA
Total Life & Disability Insur					2.12		
Line Item Account 6951 -- Leave Overhead Applied							
AUT - PAY1318	8/18/2013	0001	012	Payroll for Pay Period 201318	120.99	4020	LFCA
Total Leave Overhead Applied					120.99		
Line Item Account 6990 -- Accrued Salaries and Benefits							
AUT - PAYRV17	8/1/2013	0001	012	REVERSE 7/31/2013 PAYROLL ACCRUAL	-457.06	4020	LFCA
AUT - PAYAC19	8/31/2013	0001	012	ACCRUE PAYROLL 8/19/2013 THRU 8/31/2013	886.66	4020	LFCA
Total Accrued Salaries and Benefits					429.60		

Expenditure Transactions

From 9/1/2013 to 9/30/2013

Selection Criteria: Fund = 0001; Department = 012; Program = 4020; Activity = LFCA
 Layout Options: Summarized By = LineItemAccount; Page Break At = Fund

Document	Post On	Fund	Dept	Description	Amount	Prog	Actv
Line Item Account 6100 -- Regular Salaries							
AUT - PAY1319	9/1/2013	0001	012	Payroll for Pay Period 201319	587.04	4020	LFCA
AUT - PAY1320	9/15/2013	0001	012	Payroll for Pay Period 201320	866.58	4020	LFCA
AUT - PAY1321	9/29/2013	0001	012	Payroll for Pay Period 201321	1,006.36	4020	LFCA
Total Regular Salaries					2,459.98		
Line Item Account 6400 -- Retirement Contribution							
AUT - PAY1319	9/1/2013	0001	012	Payroll for Pay Period 201319	172.00	4020	LFCA
AUT - PAY1320	9/15/2013	0001	012	Payroll for Pay Period 201320	253.92	4020	LFCA
AUT - PAY1321	9/29/2013	0001	012	Payroll for Pay Period 201321	294.86	4020	LFCA
Total Retirement Contribution					720.78		
Line Item Account 6500 -- FICA Contribution							
AUT - PAY1319	9/1/2013	0001	012	Payroll for Pay Period 201319	35.69	4020	LFCA
AUT - PAY1320	9/15/2013	0001	012	Payroll for Pay Period 201320	52.67	4020	LFCA
AUT - PAY1321	9/29/2013	0001	012	Payroll for Pay Period 201321	61.18	4020	LFCA
Total FICA Contribution					149.54		
Line Item Account 6550 -- FICA/Medicare							
AUT - PAY1319	9/1/2013	0001	012	Payroll for Pay Period 201319	8.35	4020	LFCA
AUT - PAY1320	9/15/2013	0001	012	Payroll for Pay Period 201320	12.32	4020	LFCA
AUT - PAY1321	9/29/2013	0001	012	Payroll for Pay Period 201321	14.31	4020	LFCA
Total FICA/Medicare					34.98		
Line Item Account 6600 -- Health Insurance Contrib							
AUT - PAY1319	9/1/2013	0001	012	Payroll for Pay Period 201319	69.69	4020	LFCA
AUT - PAY1320	9/15/2013	0001	012	Payroll for Pay Period 201320	102.89	4020	LFCA
AUT - PAY1321	9/29/2013	0001	012	Payroll for Pay Period 201321	119.47	4020	LFCA
Total Health Insurance Contrib					292.05		
Line Item Account 6610 -- Life & Disability Insur							
AUT - LTD1013	9/30/2013	0001	012	Life and LTD Charges for September	5.77	4020	LFCA
Total Life & Disability Insur					5.77		



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INVOICE

Bill To:

Paul Hood, LAFCO Executive Officer
 P.O. Box 1641
 Atascadero, CA 93423

Invoice # 012-004

Invoice Date 01/31/14

Terms Net 30 days

Date	Description	Qty	Amt/unit	Amount
01/31/14	Clerk of the Board clerical support to LAFCO,09/1/13-09/30/13			
	Salaries & Benefits	88	Hours	3,480.20
	Administrative Overhead at 75.65%			2,632.77
	Office Expense			
	Postage			2.14

Amount Due \$ 6,115.11

Remarks:

----- Cut and remit with payment -----

Received from: Paul Hood, LAFCO Executive Officer

Amount Enclosed \$

	Dept	Acct	Prog	Org	Proj	Activ	Area	Amount	Invoice Description
Internal Financial Coding	012	5739	4020			LFCO		6,115.11	012-004 Clerk of the Board clerical support to LAFCO,09/1/13-09/30/13
Total								\$ 6,115.11	012-004

Expenditure Transactions

From 9/1/2013 to 9/30/2013

Selection Criteria: Fund = 0001; Department = 012; Program = 4020; Activity = LFCO

Layout Options: Summarized By = LineItemAccount; Page Break At = Fund

Document	Post On	Fund	Dept	Description	Amount	Prog	Actv
Line Item Account 6951 -- Leave Overhead Applied							
AUT - PAY1319	9/1/2013	0001	012	Payroll for Pay Period 201319	127.04	4020	LFCO
AUT - PAY1320	9/15/2013	0001	012	Payroll for Pay Period 201320	187.54	4020	LFCO
AUT - PAY1321	9/29/2013	0001	012	Payroll for Pay Period 201321	217.78	4020	LFCO
				Total Leave Overhead Applied	532.36		
Line Item Account 6990 -- Accrued Salaries and Benefits							
AUT - PAYRV19	9/1/2013	0001	012	REVERSE 8/31/2013 PAYROLL ACCRUAL	-886.66	4020	LFCO
AUT - PAYAC22	9/30/2013	0001	012	ACCUE PAYROLL 9/30/2013 THRU 9/30/2013	171.40	4020	LFCO
				Total Accrued Salaries and Benefits	-715.26		
Line Item Account 7451 -- Postage							
MIC - 0047085	9/27/2013	0001	012	9/15-9/21/13 Metered Postage	2.14	4020	LFCO
				Total Postage	2.14		



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Bill To:

Paul Hood, LAFCO Executive Officer
 P.O. Box 1641
 Atascadero, CA 93423

Invoice # 012-002

Invoice Date 12/04/13

Terms Net 30 days

Date	Description	Qty	Amt/unit	Amount
12/04/13	Clerk of the Board clerical support to LAFCO, 10/1-10/31/13			
	Salaries & Benefits	45	Hours	2,319.99
	Administrative Overhead at 75.65%			1,755.07
	Postage			84.79

Amount Due \$ 4,159.85

Remarks:

----- Cut and remit with payment -----

Received from: Paul Hood, LAFCO Executive Officer

Amount Enclosed \$

	Dept	Acct	Prog	Org	Proj	Activ	Area	Amount	Invoice Description
Internal Financial Coding	012	5739	4020			LFCO		4,159.85	012-002
									Clerk of the Board clerical support to LAFCO, 10/1-10/31/13
Total								\$ 4,159.85	012-002

Expenditure Transactions

From 10/1/2013 to 10/31/2013

Selection Criteria: Fund = 0001; Department = 012; Activity = lfco

Layout Options: Summarized By = Program, LineItemAccount; Page Break At = Fund; Columns = Vendor

Document	Post On	Fund	Dept	Description	Amount	Actv	Vendor	Vendor Name
Program 4020 -- Clerk of the Board								
Line Item Account 6100 -- Regular Salaries								
AUT - PAY1322	10/13/2013	0001	012	Payroll for Pay Period 201322	754.77	LFCO		
AUT - PAY1323	10/27/2013	0001	012	Payroll for Pay Period 201323	503.17	LFCO		
				Total Regular Salaries	1,257.94			
Line Item Account 6400 -- Retirement Contribution								
AUT - PAY1322	10/13/2013	0001	012	Payroll for Pay Period 201322	221.15	LFCO		
AUT - PAY1323	10/27/2013	0001	012	Payroll for Pay Period 201323	147.43	LFCO		
				Total Retirement Contribution	368.58			
Line Item Account 6500 -- FICA Contribution								
AUT - PAY1322	10/13/2013	0001	012	Payroll for Pay Period 201322	45.89	LFCO		
AUT - PAY1323	10/27/2013	0001	012	Payroll for Pay Period 201323	31.14	LFCO		
				Total FICA Contribution	77.03			
Line Item Account 6550 -- FICA/Medicare								
AUT - PAY1322	10/13/2013	0001	012	Payroll for Pay Period 201322	10.73	LFCO		
AUT - PAY1323	10/27/2013	0001	012	Payroll for Pay Period 201323	7.28	LFCO		
				Total FICA/Medicare	18.01			
Line Item Account 6600 -- Health Insurance Contrib								
AUT - PAY1322	10/13/2013	0001	012	Payroll for Pay Period 201322	89.61	LFCO		
AUT - PAY1323	10/27/2013	0001	012	Payroll for Pay Period 201323	59.74	LFCO		
				Total Health Insurance Contrib	149.35			
Line Item Account 6610 -- Life & Disability Insur								
AUT - LTD1013	10/31/2013	0001	012	Life and LTD Charges for October 2013	5.19	LFCO		

Expenditure Transactions

From 10/1/2013 to 10/31/2013

Selection Criteria: Fund = 0001; Department = 012; Activity = lfco

Layout Options: Summarized By = Program, LineItemAccount; Page Break At = Fund; Columns = Vendor

Document	Post On	Fund	Dept	Description	Amount	Actv	Vendor	Vendor Name
Total Life & Disability Insur					5.19			
Line Item Account 6951 -- Leave Overhead Applied								
AUT - PAY1322	10/13/2013	0001	012	Payroll for Pay Period 201322	163.34	LFCO		
AUT - PAY1323	10/27/2013	0001	012	Payroll for Pay Period 201323	108.89	LFCO		
Total Leave Overhead Applied					272.23			
Line Item Account 6990 -- Accrued Salaries and Benefits								
AUT - PAYRV22	10/1/2013	0001	012	REVERSE 9/30/2013 PAYROLL ACCRUAL	-171.40	LFCO		
AUT - PAYAC24	10/31/2013	0001	012	ACCRUE PAYROLL 10/28/2013 THRU 10/31/2013	343.06	LFCO		
Total Accrued Salaries and Benefits					171.66			
Line Item Account 7451 -- Postage								
CLM - 0255925	10/4/2013	0001	012	9/22-9/28/13 Metered Postage	35.56	LFCO	006087	POSTAGE ONE
CLM - 0257152	10/14/2013	0001	012	9/29-10/5/13 Metered Postage	6.53	LFCO	006087	POSTAGE ONE
CLM - 0258722	10/24/2013	0001	012	10/14-10/18/13 Metered Postage, LAFCO	42.70	LFCO	006087	POSTAGE ONE
Total Postage					84.79			
Total Clerk of the Board					2,404.78			



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INVOICE

Bill To: Paul Hood, LAFCO Executive Officer
 P.O. Box 1641
 Atascadero, CA 93423

Invoice # 012-003

Invoice Date 01/31/14

Terms Net 30 days

Date	Description	Qty	Amt/unit	Amount
01/31/14	Clerk of the Board clerical support to LAFCO, 11/1-11/30/13			
	Salaries & Benefits	55	Hours	2,781.36
	Administrative Overhead at 75.65%			2,104.10
	Postage			190.57

Amount Due \$ 5,076.03

Remarks:

----- Cut and remit with payment -----

Received from: Paul Hood, LAFCO Executive Officer Amount Enclosed \$

	Dept	Acct	Prog	Org	Proj	Activ	Area	Amount	Invoice Description
Internal Financial Coding	012	5739	4020			LFCO		5,076.03	012-003 Clerk of the Board clerical support to LAFCO, 11/1-11/30/13
Total								\$ 5,076.03	012-003

Expenditure Transactions

From 11/1/2013 to 11/30/2013

Selection Criteria: Fund = 0001; Department = 012; Activity = lfco

Layout Options: Summarized By = LineItemAccount; Page Break At = Fund

Document	Post On	Fund	Dept	Description	Amount	Actv
Line Item Account 6100 -- Regular Salaries						
AUT - PAY1324	11/10/2013	0001	012	Payroll for Pay Period 201324	950.45	LFCO
AUT - PAY1325	11/24/2013	0001	012	Payroll for Pay Period 201325	587.04	LFCO
				Total Regular Salaries	1,537.49	
Line Item Account 6400 -- Retirement Contribution						
AUT - PAY1324	11/10/2013	0001	012	Payroll for Pay Period 201324	278.48	LFCO
AUT - PAY1325	11/24/2013	0001	012	Payroll for Pay Period 201325	172.00	LFCO
				Total Retirement Contribution	450.48	
Line Item Account 6500 -- FICA Contribution						
AUT - PAY1324	11/10/2013	0001	012	Payroll for Pay Period 201324	57.78	LFCO
AUT - PAY1325	11/24/2013	0001	012	Payroll for Pay Period 201325	35.69	LFCO
				Total FICA Contribution	93.47	
Line Item Account 6550 -- FICA/Medicare						
AUT - PAY1324	11/10/2013	0001	012	Payroll for Pay Period 201324	13.51	LFCO
AUT - PAY1325	11/24/2013	0001	012	Payroll for Pay Period 201325	8.34	LFCO
				Total FICA/Medicare	21.85	
Line Item Account 6600 -- Health Insurance Contrib						
AUT - PAY1324	11/10/2013	0001	012	Payroll for Pay Period 201324	112.83	LFCO
AUT - PAY1325	11/24/2013	0001	012	Payroll for Pay Period 201325	69.69	LFCO
				Total Health Insurance Contrib	182.52	
Line Item Account 6610 -- Life & Disability Insur						
AUT - LTD1113	11/26/2013	0001	012	Life and LTD Charges for month end november 2013	5.99	LFCO
				Total Life & Disability Insur	5.99	
Line Item Account 6951 -- Leave Overhead Applied						
AUT - PAY1324	11/10/2013	0001	012	Payroll for Pay Period 201324	205.68	LFCO
AUT - PAY1325	11/24/2013	0001	012	Payroll for Pay Period 201325	127.04	LFCO
				Total Leave Overhead Applied	332.72	

Expenditure Transactions

From 11/1/2013 to 11/30/2013

Selection Criteria: Fund = 0001; Department = 012; Activity = lfco

Layout Options: Summarized By = LineItemAccount; Page Break At = Fund

Document	Post On	Fund	Dept	Description	Amount	Actv
Line Item Account 6990 -- Accrued Salaries and Benefits						
AUT - PAYRV24	11/1/2013	0001	012	REVERSE 10/31/2013 PAYROLL ACCRUAL	-343.06	LFCO
AUT - PAYAC26	11/30/2013	0001	012	ACCRUE PAYROLL 11/25/2013 THRU 11/30/2013	499.90	LFCO
				Total Accrued Salaries and Benefits	156.84	
Line Item Account 7451 -- Postage						
MIC - 0048555	11/14/2013	0001	012	10/28-11/01/13 Metered Postage, LFCCO	92.46	LFCCO
MIC - 0048960	11/26/2013	0001	012	11/11-11/15/13 Metered Postage, LAFCCO	98.11	LFCCO
				Total Postage	190.57	



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Invoice # 012-004

Invoice Date 01/31/14

Terms Net 30 days

Date	Description	Qty	Amt/unit	Amount
01/31/14	Clerk of the Board clerical support to LAFCO,12/1-12/31/13			
	Salaries & Benefits	56	Hours	3,767.84
	Administrative Overhead at 75.65%			2,850.37
	Office Expense			134.77
	Postage			158.42

Amount Due \$ 6,911.40

Remarks:

----- Cut and remit with payment -----

Received from: Paul Hood, LAFCO Executive Officer Amount Enclosed \$

	Dept	Acct	Prog	Org	Proj	Activ	Area	Amount	Invoice Description
Internal Financial Coding	012	5739	4020			LFCO		6,911.40	012-004 Clerk of the Board clerical support to LAFCO,12/1-12/31/13
Total								\$ 6,911.40	012-004

Expenditure Transactions

From 12/1/2013 to 12/31/2013

Selection Criteria: Fund = 0001; Department = 012; Activity = lfco

Layout Options: Summarized By = LineItemAccount; Page Break At = Fund

Document	Post On	Fund	Dept	Description	Amount	Actv
Line Item Account 6100 -- Regular Salaries						
AUT - PAY1326	12/8/2013	0001	012	Payroll for Pay Period 201326	726.81	LFCO
AUT - PAY1326	12/8/2013	0001	012	Payroll for Pay Period 201326	68.00	LFCO
AUT - PAY1326	12/8/2013	0001	012	Payroll for Pay Period 201326	44.35	LFCO
AUT - PAY1401	12/22/2013	0001	012	Payroll for Pay Period 201401	838.63	LFCO
AUT - PAY1401	12/22/2013	0001	012	Payroll for Pay Period 201401	70.95	LFCO
AUT - PAY1401	12/22/2013	0001	012	Payroll for Pay Period 201401	76.87	LFCO
AUT - PAY1326	12/31/2013	0001	012	Correct 201326 Labor Allocation	-68.00	LFCO
AUT - PAY1326	12/31/2013	0001	012	Correct 201326 Labor Allocation	-44.35	LFCO
AUT - PAY1401	12/31/2013	0001	012	Correct 201401 Labor Allocation	-70.95	LFCO
AUT - PAY1401	12/31/2013	0001	012	Correct 201401 Labor Allocation	-76.87	LFCO
Total Regular Salaries					1,565.44	
Line Item Account 6400 -- Retirement Contribution						
AUT - PAY1326	12/8/2013	0001	012	Payroll for Pay Period 201326	212.96	LFCO
AUT - PAY1326	12/8/2013	0001	012	Payroll for Pay Period 201326	188.38	LFCO
AUT - PAY1326	12/8/2013	0001	012	Payroll for Pay Period 201326	122.86	LFCO
AUT - PAY1401	12/22/2013	0001	012	Payroll for Pay Period 201401	245.72	LFCO
AUT - PAY1401	12/22/2013	0001	012	Payroll for Pay Period 201401	196.57	LFCO
AUT - PAY1401	12/22/2013	0001	012	Payroll for Pay Period 201401	212.96	LFCO
AUT - PAY1326	12/31/2013	0001	012	Correct 201326 Labor Allocation	-188.38	LFCO
AUT - PAY1326	12/31/2013	0001	012	Correct 201326 Labor Allocation	-122.86	LFCO
AUT - PAY1401	12/31/2013	0001	012	Correct 201401 Labor Allocation	-196.57	LFCO
AUT - PAY1401	12/31/2013	0001	012	Correct 201401 Labor Allocation	-212.96	LFCO
Total Retirement Contribution					458.68	
Line Item Account 6500 -- FICA Contribution						
AUT - PAY1326	12/8/2013	0001	012	Payroll for Pay Period 201326	44.19	LFCO
AUT - PAY1326	12/8/2013	0001	012	Payroll for Pay Period 201326	39.09	LFCO
AUT - PAY1326	12/8/2013	0001	012	Payroll for Pay Period 201326	25.49	LFCO
AUT - PAY1401	12/22/2013	0001	012	Payroll for Pay Period 201401	51.96	LFCO

Expenditure Transactions

From 12/1/2013 to 12/31/2013

Selection Criteria: Fund = 0001; Department = 012; Activity = lfco

Layout Options: Summarized By = LineItemAccount; Page Break At = Fund

Document	Post On	Fund	Dept	Description	Amount	Actv
AUT - PAY1401	12/22/2013	0001	012	Payroll for Pay Period 201401	41.57	LFCO
AUT - PAY1401	12/22/2013	0001	012	Payroll for Pay Period 201401	45.04	LFCO
AUT - PAY1326	12/31/2013	0001	012	Correct 201326 Labor Allocation	-39.09	LFCO
AUT - PAY1326	12/31/2013	0001	012	Correct 201326 Labor Allocation	-25.49	LFCO
AUT - PAY1401	12/31/2013	0001	012	Correct 201401 Labor Allocation	-41.57	LFCO
AUT - PAY1401	12/31/2013	0001	012	Correct 201401 Labor Allocation	-45.04	LFCO
Total FICA Contribution					96.15	
Line Item Account 6550 -- FICA/Medicare						
AUT - PAY1326	12/8/2013	0001	012	Payroll for Pay Period 201326	10.34	LFCO
AUT - PAY1326	12/8/2013	0001	012	Payroll for Pay Period 201326	9.14	LFCO
AUT - PAY1326	12/8/2013	0001	012	Payroll for Pay Period 201326	5.96	LFCO
AUT - PAY1401	12/22/2013	0001	012	Payroll for Pay Period 201401	12.16	LFCO
AUT - PAY1401	12/22/2013	0001	012	Payroll for Pay Period 201401	9.72	LFCO
AUT - PAY1401	12/22/2013	0001	012	Payroll for Pay Period 201401	10.53	LFCO
AUT - PAY1326	12/31/2013	0001	012	Correct 201326 Labor Allocation	-9.14	LFCO
AUT - PAY1326	12/31/2013	0001	012	Correct 201326 Labor Allocation	-5.96	LFCO
AUT - PAY1401	12/31/2013	0001	012	Correct 201401 Labor Allocation	-9.72	LFCO
AUT - PAY1401	12/31/2013	0001	012	Correct 201401 Labor Allocation	-10.53	LFCO
Total FICA/Medicare					22.50	
Line Item Account 6600 -- Health Insurance Contrib						
AUT - PAY1326	12/8/2013	0001	012	Payroll for Pay Period 201326	86.29	LFCO
AUT - PAY1326	12/8/2013	0001	012	Payroll for Pay Period 201326	76.33	LFCO
AUT - PAY1326	12/8/2013	0001	012	Payroll for Pay Period 201326	49.78	LFCO
AUT - PAY1401	12/22/2013	0001	012	Payroll for Pay Period 201401	103.69	LFCO
AUT - PAY1401	12/22/2013	0001	012	Payroll for Pay Period 201401	82.95	LFCO
AUT - PAY1401	12/22/2013	0001	012	Payroll for Pay Period 201401	89.86	LFCO
AUT - PAY1326	12/31/2013	0001	012	Correct 201326 Labor Allocation	-76.33	LFCO
AUT - PAY1326	12/31/2013	0001	012	Correct 201326 Labor Allocation	-49.78	LFCO
AUT - PAY1401	12/31/2013	0001	012	Correct 201401 Labor Allocation	-82.95	LFCO

Expenditure Transactions

From 12/1/2013 to 12/31/2013

Selection Criteria: Fund = 0001; Department = 012; Activity = lfco
 Layout Options: Summarized By = LineItemAccount; Page Break At = Fund

Document	Post On	Fund	Dept	Description	Amount	Actv
AUT - PAY1401	12/31/2013	0001	012	Correct 201401 Labor Allocation	-89.86	LFCO
				Total Health Insurance Contrib	189.98	
Line Item Account 6610 -- Life & Disability Insur						
AUT - LTD1213	12/31/2013	0001	012	Life and LTD Charges for December 2013	6.74	LFCO
				Total Life & Disability Insur	6.74	
Line Item Account 6951 -- Leave Overhead Applied						
AUT - PAY1326	12/8/2013	0001	012	Payroll for Pay Period 201326	157.29	LFCO
AUT - PAY1401	12/22/2013	0001	012	Payroll for Pay Period 201401	181.49	LFCO
				Total Leave Overhead Applied	338.78	
Line Item Account 6990 -- Accrued Salaries and Benefits						
AUT - PAYRV26	12/1/2013	0001	012	REVERSE 11/30/2013 PAYROLL ACCRUAL	-499.90	LFCO
AUT - PAYAC02	12/31/2013	0001	012	ACCUE PAYROLL 12/23/2013 THRU 12/31/2013	1,003.56	LFCO
AUT - PAYAC02	12/31/2013	0001	012	ACCUE PAYROLL 12/23/2013 THRU 12/31/2013	281.23	LFCO
AUT - PAYAC02	12/31/2013	0001	012	ACCUE PAYROLL 12/23/2013 THRU 12/31/2013	304.68	LFCO
				Total Accrued Salaries and Benefits	1,089.57	
Line Item Account 7450 -- Office Expense						
CLM - 0264183	12/13/2013	0001	012	LAFCO-Binders/sheet protectors/index tabs	134.77	LFCO
				Total Office Expense	134.77	
Line Item Account 7451 -- Postage						
MIC - 0049370	12/11/2013	0001	012	11/25-11/29/13 LAFCO Metered Postage	79.18	LFCO
MIC - 0049370	12/11/2013	0001	012	11/16-11/22/13 LAFCO Metered Postage	2.49	LFCO
CLM - 0266626	12/24/2013	0001	012	12/9-12/13/13 LAFCO Metered Postage	76.75	LFCO
				Total Postage	158.42	

LAFCO
COMMISSION AGENDA FOR
MARCH 6, 2014

February 27, 2013

To: Each Member of the Local Agency
Formation Commission

From: William M. Dillon, Senior Deputy
County Counsel

Subject: LAFCO Agenda Item 7(b) & (c);
March 6, 2014 Regular Meeting



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

Recommendation

Consider approval of transferring responsibility of paying all costs of the Clerk of the Board from the Executive Officer to the Commission. To consider this policy option, the Commission may consider the following actions:

- A. Amend LAFCO budget for fiscal year 2013-2014 as recommended in Staff Report submitted separately by the Executive Officer for Item 7(a).
- B. Amend the LAFCO Executive Officer contract regarding the Executive Officer's duty to pay the cost of Clerk services.
- C. Amend the Agreement for Clerk Services between Commission, the County of Santa Barbara, and the LAFCO Executive Officer regarding the responsibility for the costs for Clerk Services.

Discussion.

Executive Officer Paul Hood has completed 8 months of a two year contract for executive officer services for the Commission. Under his employment contract, Mr. Hood is responsible for paying for the cost of clerk services for the Commission. This arrangement was a carryover from the contract with Braitman and Associates. Mr. Braitman provided such services by operating with a very low overhead cost by working out of his home and having Mary Braitman provide all clerk services.

Over the first 6 months of the employment contract, the Clerk of the Board of Supervisors has billed Mr. Hood \$26,386 for clerk services. Projected over a full year, this would exceed \$52,000. This would leave a base pay for Mr. Hood of approximately \$122,000.

This is a policy issue for the Commission to determine.

LAFCO Agenda Item 7(b)

MARCH 6, 2014

**AMENDMENT TO AGREEMENT FOR PROVIDING PROFESSIONAL AND
EXECUTIVE OFFICER SERVICES**

Agenda Item No. 7 (b) and (c)

LAFCO Executive Officer Contract

AMENDED AGREEMENT FOR 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") and collectively referred to as "the parties."

Whereas, the parties entered into an agreement for executive officer services on May 7, 2013, wherein Contractor agreed to provide professional services to the Commission, including paying all costs associated with the Clerk of the Commission.

Whereas, the parties agreed to jointly contract with the County in order for the Clerk of the Board of Supervisors to provide clerk services, as well as other functions, for the benefit of the Commission.

Whereas, the parties wish to amend the original agreement to transfer the responsibility of paying costs associated with all clerk and certain other administrative services from the Contractor to the Commission.

NOW, THEREFORE, 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.c. Contractor shall coordinate and work with the Clerk of the Board of Supervisors, who shall provide all clerk services to the Commission, and other agreed upon administrative services. Expense related to such services shall be paid by the Commission pursuant to a separate agreement between the Commission and the County.

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.

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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

Chair, Santa Barbara LAFCO

Date _____

ATTEST:
Clerk of the Commission

By _____
Jacquelyne Alexander, Deputy Clerk

CONTRACTOR

Paul Hood
Date _____

APPROVED AS TO FORM
MICHAEL C. GHIZZONI, COUNTY COUNSEL

By: _____
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.

LAFCO Agenda Item 7(c)

MARCH 6, 2014

**AMENDMENT TO
AGREEMENT FOR CLERK SERVICES**

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

This Amended Agreement for Clerk Services (“Amended Agreement”) is entered into this 6th day of March 2013, 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 (herein after “County”).

RECITALS

A. On March 7, 2013, the Santa Barbara County Local Agency Formation Commission (“LAFCO”) entered into a contract for Professional and Executive Officer Services (“LAFCO Executive Officer Contract”) that retained Paul Hood as the LAFCO Executive Officer.

B. On June 6, 2013, the LAFCO Executive Officer Contract requires the LAFCO Executive Officer provide Clerk services to the Commission, County, and Commission entered into an Agreement wherein the parties agreed that the duties of the Clerk of the Commission would be provided by the County through the office of the Clerk of the Board of Supervisors.

C. The LAFCO Executive Officer and Commission wish to amend the Agreement for Clerk Services to transfer certain obligations for paying the cost of Clerk Services from the Executive Officer to the Commission and County has no objection to this amendment. The LAFCO Executive Officer has proposed to obtain clerk services for the Commission from the County 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 Amended Agreement, the parties agree the Agreement for clerk services is amended to be as follows:

1) Clerk Duties. Through the Clerk of the County 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 appropriate.

- b. Notice of Hearing. The LAFCO Executive Officer will prepare and distribute the Notice of Hearing.
- 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.
- d. Filings. The Clerk shall receive filing of petitions and applications for organizational and reorganizational changes under the Cortese Knox Hertzberg Act. The Clerk will also receive public comment letters on items on the Commission agenda. All such documents or copies of such documents shall be forwarded to the LAFCO Executive Officer as soon as practicable.
- e. Optional Services. If requested in writing by the LAFCO Executive Officer, the Clerk ~~shall~~ may also provide additional agreed upon services, subject to the Clerk's Office having the administrative capacity. This may include the following services:
 - 1) Website management, including posting agendas and staff reports.
 - 2) Commission records management.
 - 3) Stipend reimbursements.
 - 4) Recording documents;
 - 5) Coordinating report backs from the County.
 - 6) Coordination of special district selection committee meetings.
 - 2)7) Other administrative work mutually agreed to by the parties.

2) Reimbursement:

~~Clerk Staff Services.~~ For any service provided by County to LAFCO under this agreement, the Commission LAFCO Executive Officer shall reimburse County for the cost of services provided by the Clerk, as identified in paragraph 4. County will prepare and submit a regular bill for such services [monthly]. 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.

a. Optional Services:

- i. ~~Website management.~~ If website management is provided by County, the Commission shall pay County for its costs to manage the LAFCO website. County will issue an invoice on a regular basis for such services, which may occur quarterly.
- 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 ~~Commission~~ shall pay County for any pay cost identified in a properly submitted invoices within 30 days of receipt. Such payment shall ~~separately list costs being charged to the Commission.~~

4) Records. County shall keep and provide to the LAFCO Executive Officer and the Commission or its agents, upon request, accurate financial 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. ~~Either the Commission or the County may terminate 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. Notice of exercise of this option shall be made by the Commission 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 capacity as Executive Officer of LAFCO. ~~If and when Mr. Hood appointment as LAFCO Executive Officer expires, this Agreement 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~~ the Commission and the County.

8) Modification. With the transfer of responsibility from the LAFCO Executive Officer to the Commission to pay all Clerk fees and costs, Mr. Hood is no longer a necessary party to this Agreement. Future amendments to this Agreement may be made without the LAFCO Executive Officer's consent. This Agreement may only be amended in writing executed by ~~all parties~~ the Commission and the County.

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

Santa Barbara County

ATTEST:

Clerk of the Board

By _____
Deputy

By _____
Chair

Date: _____

ATTEST:

Clerk of the Commission

By _____
Deputy

Santa Barbara Local Agency Formation
Commission

By _____
Chair

Date: _____

Santa Barbara LAFCO Executive Officer

Paul Hood
Date: _____

MICHAEL C. GHZZONI
County Counsel

APPROVED AS TO FORM:

By _____

RAY AROMATORIO
Risk Program Administrator

By _____

MICHAEL C. GHZZONI
LAFCO Counsel

By _____
William M. Dillon,
Senior Deputy

ROBERT W. GEIS
Auditor Controller

By _____

