

LAFCO

Santa Barbara Local Agency Formation Commission
105 East Anapamu Street ♦ Santa Barbara CA 93101
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August 2, 2001 (Agenda)

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

Agreement with the County of Santa Barbara

Dear Members of the Commission

RECOMMENDATION

It is recommended that the Commission approve the enclosed agreement with the County of Santa Barbara for space, legal counsel, insurance and related services.

DISCUSSION

Enclosed is a proposed agreement between the Commission and the County. It provides for use of County space and services by the Commission in exchange for reimbursement of costs. The agreement was reviewed and approved by the Commission's legal counsel.

The proposed agreement formalizes a relationship that currently exists regarding the use of space, equipment, legal counsel services, insurance, financial records processing and so forth. LAFCO is to reimburse the County for its costs due to the budgetary changes contained in AB 2838.

Under the terms of the agreement:

- There is an automatic renewal each fiscal year, subject to termination by either LAFCO or the County upon 90 days notice to the other party.

- LAFCO will continue to be housed in the County Engineering Building, which is ideal for our purposes since it is close to the County Surveyor and other support departments. The location is also convenient for the public and other public agencies.
- The County Counsel's office will serve as LAFCO's legal counsel, subject to standard disqualification procedures in case of conflicts.
- The County Auditor-Controller will provide the Commission with general accounting, accounts payable, cost allocation and related services.
- LAFCO will be included in the County's risk pool and liability insurance programs.
- The County will continue to provide mail and telephone service for the Commission.
- The Commission will reimburse the County for the actual cost of services and materials that are provided pursuant to the agreement.

The County Administrator's office suggested that the agreement contain an exhibit showing the agreed upon costs for the current fiscal year. We have complied to the best of current knowledge although refinements during the year may be needed, especially considering that this is the first year that such an agreement has been required.

Following Commission approval the agreement will be presented to the Board of Supervisors for its review and concurrence.

Please contact the LAFCO office if you have any questions.

Sincerely,

BOB BRAITMAN
Executive Officer

**CONTRACTUAL SERVICES AGREEMENT BETWEEN THE
COUNTY OF SANTA BARBARA AND THE
SANTA BARBARA LOCAL AGENCY FORMATION COMMISSION**

This agreement is made effective July 1, 2001, by and between the County of Santa Barbara (hereafter "County") and the Santa Barbara Local Agency Formation Commission (hereafter "LAFCO" or "Commission") with respect to the following facts:

- A. LAFCO is a public agency that operates pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Government Code Section 56000 et seq.
- B. Since 1963 the County has funded LAFCO and furnished it with office space and legal and other support services, in compliance with its obligation in former Government Code Section 56380.
- C. Beginning with fiscal year 2001-2002 the statutory funding of LAFCO is modified, making it a joint responsibility of cities and independent special districts, as well as the County. Revised Section 56380 requires the Commission to provide for its own necessary quarters, equipment, supplies and personnel and authorizes LAFCO to contract with public or private agencies for these support services and facilities.
- D. LAFCO and the County find it convenient and economical to continue and formalize their long-established relationship in accordance with the revised statutes. The purpose and intent of this agreement is to set forth the County's agreement to provide space and support services to LAFCO and LAFCO's agreement to reimburse the County.
- E. The services and materials provided by the County to LAFCO pursuant to this agreement are in addition to the County's statutory obligations set forth in Government Code Section 56386 to supply LAFCO with records or information necessary to assist the Commission or Executive Officer in the performance of their duties.

IN CONSIDERATION of the mutual rights and duties set forth in this agreement the parties agree as follows:

1. **County Administrator** - The County Administrator will serve as the coordinator with LAFCO for the Board of Supervisors and County departments as necessary.

2. **Space and Equipment** - The LAFCO office is located in the County Engineering Building, 123 East Anapamu Street, Room 235. The County shall provide LAFCO with this office space or such other space as is agreed to by the County and the Commission or its Executive Officer. LAFCO shall pay the County the usual rents and related charges paid or allocated for similar space by County agencies and departments.

The Commission shall continue be able to utilize the County Board of Supervisors hearing rooms and other County facilities for Commission meetings, subject to availability.

3. **County Financial System** - LAFCO shall participate as a fund in the County's financial management system while retaining its statutory independence to establish its own budget. The County Auditor shall provide LAFCO with general accounting, accounts payable, cost accounting and related services as the parties agree to be necessary. Financial studies and audits will be performed at a charge agreed upon by the County and LAFCO.

4. **County Counsel as LAFCO legal counsel** - The Commission has appointed the County Counsel to serve as the Commission's legal counsel, pursuant to Section 56384. If the County Counsel is subject to a conflict of interest on a matter before the Commission to County Counsel shall use best efforts to resolve the conflict or the Commission shall appoint alternative counsel.

5. **Acquisition and Purchasing Services** - LAFCO shall be entitled to participate in County programs and procedures to acquire equipment and supplies, but is not restricted from procuring equipment and supplies through other methods as determined by the Commission or its Executive Officer.

6. **Risk Management** - LAFCO shall be included in the County's risk pool and the County shall provide liability insurance, defense and indemnification to LAFCO and its officers as it would for a County department.

7. **Communications Services** - The County shall make available to LAFCO mail, telephone and related communications services while LAFCO is housed in County facilities and related services as the parties agree to be necessary.

8. **Payment by LAFCO to the County** - LAFCO shall reimburse the County for the cost of services, space and materials provided pursuant to this agreement. Payments shall be made through transfers between LAFCO and County funds in accordance with the official rates established by the County. Attachment A is an estimate of the funds that will be charged to LAFCO in Fiscal Year 2001-02.

9. **Preparation of annual LAFCO budget** - Not later than April 1 of each year, the County will notify LAFCO of the good faith estimated cost of services, space and materials for the following fiscal

year. The County and the Commission or its Executive Officer shall confer and reach agreement as to rates and categories of charges prior to adoption of the final LAFCO budget.

10. **Term of Agreement** - This agreement shall be effective from July 1, 2001 to June 30, 2002 and shall automatically renew each fiscal year thereafter unless notice to terminate the agreement is given either by the County or LAFCO at least ninety (90) days before the end of fiscal year. Any notice given later than that date will be effective only upon the next succeeding fiscal year unless otherwise agreed by the parties.

11. **Modification** - Any modification to this agreement will be effective only upon written agreement by the County and LAFCO.

12. **Construction** –The parties understand and agree that unless expressly stated herein nothing in this agreement is intended to conflict with or modify the parties’ respective duties and obligations under the applicable statutes. The parties further understand and agree that unless expressly stated herein nothing is intended to bind the legislative discretion of either agency.

13. **Severability** - Any provisions of this agreement that are proved to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such remaining provisions shall remain in force and effect.

14. **No Waiver** - The failure of any party to insist on strict compliance with any of the terms, covenants or conditions of this agreement by the other party should not be deemed a waiver of that term, covenant or condition. Nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a relinquishment of that right or power for all or any other times.

15. **Designated Offices for Service of Notice** – For purposes of this agreement:

Communications to the County shall be addressed to:

County Administrator
County of Santa Barbara
105 East Anapamu Street
Santa Barbara, CA 93101

Communications to LAFCO shall be addressed to:

Executive Officer
Santa Barbara LAFCO
123 East Anapamu Street
Santa Barbara, CA 93101

16. **Entire Agreement** - This instrument contains the entire agreement between the parties and shall supersede any previous agreements between the parties.

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COUNTY OF SANTA BARBARA

PASSED AND ADOPTED this _____ day of August 2001.

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair, Board of Supervisors, Santa Barbara County

Attest:

Michael Brown
Clerk of the Board

By _____
Deputy

Approved as to form
Stephen Shane Stark
County Counsel

By _____

SANTA BARBARA LOCAL AGENCY FORMATION COMMISSION

AYES:

NOES:

ABSTAINS:

Dated: _____

Chair, Santa Barbara LAFCO

Approved as to form

By

Alan Seltzer, LAFCO Legal Counsel

Attachment A

Payment by LAFCO to the County for Fiscal Year 2001-02

1. Space and Equipment - LAFCO will pay the County for use of the office is located in the County Engineering Building, 123 East Anapamu Street, Room 235. The usual rents and related charges paid or allocated for similar space by County agencies and departments shall apply, at an amount not to exceed \$6,000 for the fiscal year.

2. County Financial System

A. The County Auditor shall provide LAFCO with general accounting, accounts payable, cost accounting and related services as the parties agree to be necessary at a cost not to exceed \$3,000 for the fiscal year.

B. The County Auditor shall provide financial studies and audits at a charge agreed upon by the County and LAFCO, at an estimated cost not to exceed \$2,000..

3. County Counsel as LAFCO legal counsel - The costs of the County Counsel shall be billed on an hourly basis, at an amount estimated not to exceed \$36,000 for the fiscal year. Any costs in addition to this amount must receive authorization by the Commission or it Executive Officer.

4. Acquisition and Purchasing Services - LAFCO shall be entitled to participate in County programs and procedures to acquire equipment and supplies, at no cost to the Commission.

5. Risk Management – The costs to LAFCO to be included in the County’s risk pool and to receive liability insurance, defense and indemnification shall provided at the same rates as they would be for County agencies and departments.

6. Communications Services - The costs to LAFCO to be included in the County’s mail, telephone and related communications services shall be at the same rates as they would be for County agencies and departments.

