

LAFCO

Santa Barbara Local Agency Formation Commission

105 East Anapamu Street ♦ Santa Barbara CA 93101

805/568-3391 ♦ FAX 805/647-7647

www.sblafco.org ♦ lafco@sblafco.org

Date June 4, 2020(Agenda)

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

Title

Commission Notice to County of Santa Barbara of Commission's Exercise of Option to Continue In Effect County-LAFCO June 18, 2013, Agreement for Clerk Services

HONORABLE COMMISSIONERS

RECOMMENDATION

Authorize Chair to execute LAFCO Notice to County of Santa Barbara re LAFCO's Exercise of Option to continue in effect the County-LAFCO Agreement for Clerk Services, June 18, 2013.

DISCUSSION

Effective on June 18, 2013, the LAFCO Executive Officer, County of Santa Barbara, and LAFCO entered into a services agreement wherein the County agreed to provide administrative services through the Clerk of the Board's Office to the Commission. This Agreement implemented a transfer of that obligation from the Executive Officer directly to LAFCO. Under this Agreement, the Commission established a direct contractual relationship with the County for the Clerk's Office to provide clerk and other administrative services for the Commission.

Paragraph 5 of the Agreement provides in the event Executive Officer terminates his part in the Agreement, it shall not terminate as between the County and LAFCO if the Commission provides written notice to the County within 45 days of the Executive Officer's notice of termination. The Notice is attached (Attachment A) as is the Agreement (Attachment B).

Please contact me if you have any questions.

Sincerely,



William M Dillon, LAFCO Counsel

Attachment A: Commission Notice to County to Exercise Option
Attachment B: Agreement for Clerk Services Between the LAFCO Executive Officer, Santa Barbara Local Agency Formation Commission and County of Santa Barbara

Commissioners: Craig Geyer, Chair ♦ Roger Aceves ♦ Cynthia Allen ♦ Jay Freeman ♦ Joan Hartmann ♦ Steve Lavagnino

Holly Sierra ♦ Shane Stark ♦ Etta Waterfield, Vice-Chair ♦ Roger Welt ♦ Das Williams

**AGGREEMENT 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
DATE JUNE 18, 2013**

**COMMISSION'S NOTICE TO THE COUNTY OF SANTA BARBARA OF
COMMISSION'S EXERCISE OF OPTION TO CONTINUE IN EFFECT THE
COUNTY-LAFCO JUNE 13, 2013 AGREEMENT FOR CLERK SERVICES**

Please take notice that the Santa Barbara Local Agency Formation Commission hereby exercises its option pursuant to Paragraph 5 of the above referenced Agreement that said Agreement shall remain in full force and effect notwithstanding the legal termination of the Agreement as to the Executive Officer Paul Hood. Paragraph 5 provides as follows:

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 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 the exercise of this option, the Commission shall pay County for any services provided under this Agreement.

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This Notice is approved by the Santa Barbara Local Agency Formation Commission on the 4th day of June, 2020, in Santa Barbara County, California.

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

By: _____
Jacquelyne Alexander
Commission Clerk

By: _____
Craig Geyer, Chair
Santa Barbara Local Agency Formation Commission

Date: _____

**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 on a time and materials basis 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.

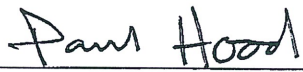
ATTEST:
Clerk of the Board

By 
Deputy


Santa Barbara County

By 
Chair
Date: 6-18-13

LAFCO Executive Officer

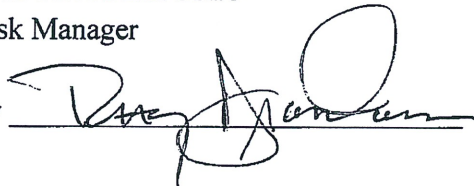

Paul Hood
Date: 5/21/13

Local Agency Formation Commission

By 
Chair
Date: 6-6-13

APPROVED AS TO FORM:

RAY AROMATORIO
Risk Manager

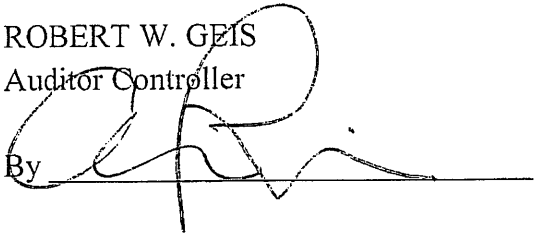
By 

DENNIS MARSHALL
County Counsel

By 

ROBERT W. GEIS
Auditor Controller

By

A handwritten signature in black ink, appearing to read 'RW Geis', is written over a horizontal line. The signature is stylized and somewhat cursive.

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