

APPENDIX B

MEMORANDUM OF AGREEMENT BETWEEN THE LOCAL AGENCY FORMATION COMMISSION AND THE COUNTY OF VENTURA FOR THE PROVISION OF EMPLOYEES, SERVICES, OFFICES AND MATERIALS

THIS AGREEMENT is made effective July 1, 2001, by and between the County of Ventura ("the County"), and the Ventura Local Agency Formation Commission ("LAFCO") with respect to the following facts:

A. For more than 30 years the County, in compliance with its obligation in former Government Code section 56380, has funded LAFCO and has furnished it with office space, employees, and administrative, technical, legal and other services.

B. Effective January 1, 2001, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 ("CKH") modified the statutory mechanism by which LAFCO is funded, making it the joint responsibility of cities, independent special districts and the County as described in Government Code section 56381. CKH also amended Government Code section 56380 to require LAFCO to "make its own provision for necessary quarters, equipment, and supplies, as well as personnel." That section also authorizes LAFCO to contract with any public agency or private party for personnel and facilities.

C. LAFCO and the County find it convenient and economical to continue their long-established relationship with one another, and to formalize the financial aspects of that relationship in accordance with CKH. The purpose and intent of this agreement is, therefore, to set forth the County's agreement to provide space, services, employees and materials to LAFCO as though it were an agency of the County, and for LAFCO to reimburse the County for the costs thereof at the official rates established by the Board of Supervisors of the County.

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

1. **County Financial System:** To assist in LAFCO's financial planning and management of its resources, LAFCO shall continue to participate as a fund in the County's financial management system. LAFCO shall, however, retain its statutory independence to establish its own budget.

2. **Office Space, Furniture and Equipment:** The County shall provide LAFCO with suitable office space, and such furniture and equipment as LAFCO requires. LAFCO shall pay the County the usual rents and related charges paid for similar space, furniture and equipment by County agencies and departments.

3. **Personnel:** The County shall, in accordance with its Personnel Rules and Regulations, and with LAFCO's requirements as determined by LAFCO, provide LAFCO with employees to staff its operations, including without limitation, an Executive Officer. LAFCO retains and shall exercise its sole discretion in determining the number and qualifications of its employees, the terms of employment if it chooses to employ pursuant to contract, and the selection of those individuals it elects to have hired to serve it.

4. **Support Services:** The County shall provide to LAFCO the services of the following County departments as LAFCO may require them:

4.1. **Assessor:** The Assessor shall provide LAFCO with assessment and parcel map information, property owner information for the issuance of legal notices, review of pending proposals, and such related services as the parties agree to be necessary.

4.2. **Auditor-Controller:** The Auditor-Controller shall provide LAFCO with general accounting, accounts payable and payroll services, cost accounting, rate setting, and such related services as the parties agree to be necessary. Special studies and audits will be performed at a charge to be agreed to by the County and LAFCO.

4.3. **County Executive Officer:** The County Executive Officer shall provide LAFCO with budget development and financial review services, and shall serve as coordinator of LAFCO's relationships with the Board of Supervisors and County agencies and departments, and provide such related services as the parties agree to be necessary.

4.4. **Clerk/Recorder:** The Clerk/Recorder/Elections Officer shall fulfill the statutory duties assigned to that office in CKH, including without limitation, providing LAFCO with registered voter information, convening the City Select Committee, and swearing in commissioners. Related services as the parties agree to be necessary shall also be provided.

4.5. **County Counsel**: The County Counsel shall provide general legal counsel to LAFCO and such other legal services as the parties agree to be necessary. In the event of a potential or actual conflict of interest, the County Counsel shall use his best efforts to resolve the conflict, or to arrange for alternate counsel for LAFCO.

4.6. **General Services Agency**: The General Services Agency shall provide its full range of support services, including without limitation, facilities management and maintenance, purchasing, mail, security, document copying and publishing, warehouse and distribution services, project management, real property services, fleet services and related services as the parties agree to be necessary.

4.6.1. **Risk Management Department**: The Risk Management Department of the General Services Agency shall include LAFCO in its risk pool and shall provide defense and indemnification to LAFCO and its employees as it would for any County agency, including without limitation, for all claims, demands and causes of action for damages arising from workers' compensation and tort liability.

4.7. **Human Resources Division**: The Human Resources Division of the Chief Administrative Office shall provide personnel recruitment, testing, certification, classification, compensation studies, position control, records maintenance, employment verifications, labor relations, discipline/grievance administration, training, benefits management and administration, and related services as the parties agree to be necessary.

4.8. **Information Services Department**: The Information Systems Department shall provide LAN infrastructure, management and administration, e-mail, voice and data network, wireless and security services, application systems support and development, and related services as the parties agree to be necessary.

4.9. **Public Works Agency**: The Public Works Agency shall provide proposal review and comment, survey and mapping services, geographic information system information and access, and related services as the parties agree to be necessary.

4.10. **Resource Management Agency**: The Resource Management Agency shall provide proposal review and comment, general plan, related land use and policy information and documents, graphics and mapping services, geographic information system information and access, and related services as the parties agree to be necessary.

5. **Reimbursement of County by LAFCO:** LAFCO shall reimburse the County for the costs of the services, employees, space and materials provided pursuant to this agreement. The amount of reimbursement shall be determined on a monthly, or other mutually agreed periodic basis, in accordance with the official rates established by the Board of Supervisors, and shall be paid in the ordinary course of County operations through transfers between County funds or through the County's cost allocation plan. The method of reimbursement of each department or agency shall be established through consultations among the department, the Auditor-Controller, the County Executive Officer and LAFCO.

6. **Term of Agreement:** This agreement shall be effective from and including July 1, 2001, to and including June 30, 2002. This agreement will automatically renew each fiscal year thereafter unless notice to terminate is given either by the County or by LAFCO at least ninety (90) days before the end of a fiscal year. Any notice given shall be effective only upon the first day of the first succeeding fiscal year that is at least ninety (90) days after such notice is given.

7. **Integrated Agreement:** This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter. Each party acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding on either party.

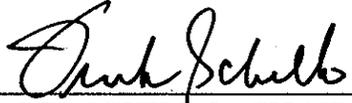
8. **Contingent Liability:** LAFCO and the County agree that certain services and obligations shall survive any termination of this agreement to the extent that there remain as of the date of termination any contingent liabilities for covered acts or omissions of LAFCO, either known or unknown, incurred before the date of termination.

9. **Modification:** Any modification of this agreement will be effective only if it is in writing and signed by the party to be charged.

10. **No Waiver:** The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this agreement by the other party shall 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 waiver or relinquishment of that right or power for all or any other times.

COUNTY OF VENTURA, a political
subdivision of the State of California

Dated: 5-22-01

By 
FRANK SCHILLO, CHAIR
BOARD OF SUPERVISORS

ATTEST:

Richard D. Dean, County Clerk,
County of Ventura, State of
California, and ex officio Clerk
of the Board of Supervisors thereof.



By 
Deputy Clerk

VENTURA LOCAL AGENCY
FORMATION COMMISSION

Dated: 5-16-01

By 
JOHN RUSH, ITS CHAIR

G:\CC\NAK\LAFCO\countylafcomoa.cnt.wpd(5/16/01)

LAFCO/COUNTY MEMORANDUM OF AGREEMENT

Insert Blank Page