

COUNTY OF SANTA BARBARA

105 East Anapamu Street

Santa Barbara, California 93109

Agreement for Services with



The Santa Barbara County  
Association of Governments,  
known as the Santa Barbara County-  
Cities Area Planning Council

222 East Anapamu Street  
Santa Barbara, California 93101

Dated: October 18, 1990

For Regional Planning, LAFCo, SEMP and  
other public services

Whereas, the SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS, referred to herein as the Association of Governments, acting as the Santa Barbara County-Cities Area Planning Council, has performed as a regional planning and coordinating agency and has provided regional planning functions and services in support of countywide comprehensive planning activities of benefit to Santa Barbara County; and

Whereas, the COUNTY OF SANTA BARBARA, referred to herein as COUNTY, wishes to provide for the continued operation of the ASSOCIATION OF GOVERNMENTS, and to provide for additional services, from time to time,

Whereas COUNTY is a party to the existing joint powers agreement which establishes the ASSOCIATION OF GOVERNMENTS, which joint powers agreement is not affected by this agreement,

Now, Therefore, THE COUNTY OF SANTA BARBARA and the SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS agree:

1. For the period of its organization, the SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS shall provide services required for regional planning and forecasting to meet and satisfy regional needs within the COUNTY of Santa Barbara. These duties shall include, without limitation, the following:

- a) The operation, staffing, administration, support and supplies of the Airport Land Use Commission;
- b) The development, presentation and public hearings associated with development and maintenance of regional planning and airport land use planning projects.

For and in consideration of such services, COUNTY agrees to pay to the Association of Governments each year an amount equivalent to the current annual cost of salary and benefits of a Planner II, Step E, as that cost may be adjusted from year to year.

2. The Association of Governments shall provide the services and support required for the continued development, maintenance and implementation of the Tri-County Socioeconomic Monitoring and Mitigation Program (SEMP) as established by COUNTY. The COUNTY agrees to reimburse the Association of Governments for all direct, indirect and overhead costs associated with the above duties. The COUNTY may, at its discretion, authorize the Association of Governments to act on behalf of the COUNTY to directly bill and receive reimbursement from the oil industry participants in the SEMP program. However, the COUNTY shall remain responsible to reimburse the Association of Governments for all costs as noted above until such time as the COUNTY elects to discontinue the SEMP program.

3. The Association of Governments shall provide secretarial support, supplies and overhead

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services for the Local Agency Formation Commission (LAFCo) as long as LAFCo may be housed in the Association's offices. COUNTY shall maintain a budget adequate to support the reasonable requirements of LAFCo. Costs incurred for the expenses of LAFCo shall be submitted by ASSOCIATION OF GOVERNMENTS on standard COUNTY forms and approved by the COUNTY Administrative Officer, or designee, and the Auditor shall issue payments against the LAFCo budget upon such claims.

4. ASSOCIATION OF GOVERNMENTS agrees to provide, and COUNTY agrees to pay for other analyses, services, reports, compilations, presentations, reviews and other staff work required, from time to time, by COUNTY, subject to the terms provisions, requirements and limitations of this agreement. COUNTY shall reimburse ASSOCIATION OF GOVERNMENTS for all actual costs incurred in the provision of such services, including the total compensation for staff; administration; and for all reasonable costs incurred in providing the services, including, without limitation, administration, overhead, utilities, provisions, services, equipment and supplies, as may reasonably incurred. As COUNTY may require additional services, the designated representative of the COUNTY shall notify the designated representative of the ASSOCIATION OF GOVERNMENTS of the needs of the COUNTY, the budget allowed for such work and the timelines required. If the designated representative of the ASSOCIATION OF GOVERNMENTS determines that such services can be provided pursuant to the terms and provisions of this agreement, such services shall be authorized and the additional services shall thereafter be and become part of this agreement.

5. Other than for services required of COUNTY by other agreements, provisions or regulations, COUNTY shall be entitled to reimbursement of costs for services, supplies and utilities provided to ASSOCIATION OF GOVERNMENTS including overhead costs as determined by the Countywide Cost Allocation Plan.

6. Should the COUNTY elect to discontinue its current service of providing the dissemination, interpretation, analysis and distribution of United States Census data, the Association of Governments agrees to provide a commensurate level of service subject to its approval of an agreement with the COUNTY to provide reimbursement for such an additional service.

7. Unless otherwise provided for in the assignment or acceptance of responsibility for services, all services provided pursuant to this agreement will be subject to the policies, procedures and requirements of the Board of Directors of the ASSOCIATION OF GOVERNMENTS. To accomplish the objectives provided for, the ASSOCIATION OF GOVERNMENTS may use their own personnel; use extra help, volunteers, or personnel provided through volunteer, probation or other service agencies; use or contract with consultants, contractors, legal counsel and advisors; or contract with public agencies, including agencies that are part of the ASSOCIATION OF GOVERNMENTS, as appears in the interests of the parties. COUNTY does acknowledge and waive any conflict or opposition to such performance.

8. COUNTY is not restricted or prohibited by the provisions of this agreement from any effort to seek, negotiate for, or obtain contribution from other members of the ASSOCIATION OF GOVERNMENTS, and may obtain such contribution, assessment, or other payment to recover such costs and expenses, through negotiation with individual members or appropriate legislation, as the COUNTY may require.

9. Each party shall indemnify, defend and save the other, its officers, agents and employees, harmless from any and all claims and losses accruing or resulting to that other by that party in the furnishing or supplying of work, services, materials or supplies in connection with the performance of this understanding, and from any and all liability for claims and losses accruing or resulting to

any person, firm or corporation who may be injured or damaged by that party in the performance of this understanding. For services provided by or to the ASSOCIATION OF GOVERNMENTS using or through COUNTY employees, COUNTY shall be responsible to make such defense and indemnity as to those services.

10. The parties agree to transfer certain Regional Programs personnel from the COUNTY to the ASSOCIATION OF GOVERNMENTS and to cooperate in effecting a complete and orderly transfer of such employees on or about December 1, 1990.

11. The designated representative of the COUNTY shall be:

The COUNTY Administrative Officer, or deputy,  
105 East Anapamu Street, Santa Barbara, California 93101  
(Phone (805) 568-3400)

The designated representative of the ASSOCIATION OF GOVERNMENTS, shall be:

The Santa Barbara County Association of Governments Executive Director, or deputy,  
222 East Anapamu Street, Santa Barbara, California 93101  
(Phone (805) 568-2545)

Either party may change designated representatives by giving notice in writing of such change executed by the previous designated representative or by the governing board of such party.

County of Santa Barbara

ATTEST:  
Zandra Cholmondeley,  
Clerk of the Board

By Thomas A. Rogers  
Thomas A. Rogers, Chair,  
Santa Barbara County  
Board of Supervisors

By:  
Robert Cohen

Santa Barbara County  
Association of Governments

ATTEST:

By E. Dianne Owens  
Dianne Owens  
Vice-Chair

Approved as to form:  
David Nawi, County Counsel

By Robert W. Pike  
Robert W. Pike, Deputy

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