

ATTACHMENT 8

AGREEMENT FOR SERVICES
BETWEEN
THE COUNTY OF SANTA BARBARA
AND
THE REDEVELOPMENT AGENCY OF THE COUNTY OF SANTA BARBARA

This Agreement is entered into this June ____, 2010, by and between:

THE REDEVELOPMENT AGENCY OF THE COUNTY OF SANTA BARBARA, hereinafter referred to as “Agency”; and, THE COUNTY OF SANTA BARBARA, hereinafter referred to as “County”.

Upon its effective date as set forth below, this Agreement shall supersede and replace in its entirety that certain agreement titled: “AGREEMENT FOR SERVICES BETWEEN THE COUNTY OF SANTA BARBARA AND THE REDEVELOPMENT AGENCY OF THE COUNTY OF SANTA BARBARA” executed by Agency and County on June 11, 2009.

WHEREAS, the Agency is undertaking certain activities for the administration and execution of redevelopment projects in the county of Santa Barbara; and,

WHEREAS, the County has in its employment staff with the knowledge and expertise in redevelopment and related matters; and

WHEREAS, it is in the interest of the citizens of the County to assist in the elimination of blight and redevelopment of the Isla Vista Redevelopment Project Area (“Project Area”); and

WHEREAS, in the interest of economical operation of the Agency and the County, the Agency desires to contract with the County to carry out certain activities and to provide services for the Agency.

NOW, THEREFORE, THE COUNTY AND THE AGENCY MUTUALLY AGREE AS FOLLOWS:

I. Scope of Services

County shall provide administrative and support services to the Agency including but not limited to the following:

Administrative Oversight – the Office of the County Executive Officer shall oversee operations of the Agency.

General Staffing – the County will provide dedicated personnel to the Agency for the Agency’s day to day operations. The number and qualifications of staff will be as determined by the Executive Director of the Agency or his or her designee.

Financial Services – the County will provide the following financial administrative services to the Agency:

- i. Development and maintenance of systems of accounts and controls;
- ii. Financial reporting;
- iii. Budget preparation, administration and execution;
- iv. Contract administration;
- v. Debt administration;
- vi. Other financial services as required.

Legal Services – County Counsel shall provide legal services to the Agency.

Treasury Services – The Treasurer-Tax Collector-Public Administrator shall provide treasury services for the Agency including investment of Agency funds in the County Pool.

Risk Management – Risk Management services will be provided to the Agency by the Financial Services Division of the County’s General Services Department.

Other Support Services – The County will provide other support services, as requested by the Executive Director of the Agency or his or her designee.

Other Agency Expenses – The County will provide office space, materials, supplies, memberships, insurance, and all other miscellaneous goods and services requirements of the Agency authorized by Agency, or designated officer, incurred by County staff as authorized by the Agency Executive Director or his or her designee in connection with the performance of the services performed hereunder and for amounts actually expended for other Agency expenses hereunder.

II. Compensation

- A. The Agency will reimburse the County Executive Office for all its services and support in the amount of Forty Two Thousand Five Hundred Dollars (\$42,500) annually.
- B. Except for the services specifically set forth in Section II.A above and II C. below, Agency shall reimburse the County for all staff services provided under this Agreement based on actual staffing costs plus overhead, which overhead is to be calculated in accordance with

OMB Circular A-87. Except as specifically set forth in Section II.C below, staffing costs shall not be reimbursed through the Cost Allocation Plan.

- C. Agency shall reimburse the County for administrative expenses through the Cost Allocation Plan prepared in accordance with OMB Circular A-87 for only the following services: general accounting, purchasing, facilities, human resources, and treasury functions.
- D. The Agency shall reimburse County for amounts actually expended related to: office space, materials, supplies, memberships, insurance, out-of-pocket expenses, and all other miscellaneous administrative Agency expenses authorized by the Executive Director, or his or her designee, incurred in connection with the performance of the services performed hereunder.
- E. County policies and rules regarding purchasing and staffing shall apply to work performed under this Agreement.

III. General Provisions

A. Time of Performance

The term of this Agreement shall commence on July 1, 2010 and continue until terminated as provided for in paragraph III.F below.

B. Regulations and Policies

All services shall be performed in accordance with all applicable law and government regulation and the fiscal policies of the County.

C. Method of Payment

Agency shall pay County as billed by the County for the services performed and expenses incurred as specified in this Agreement.

D. Delegation of Authority

Pursuant to Section 33205 of the Health and Safety Code, the Agency delegates to the County such of its powers and functions as are necessary to the performance of this Agreement.

E. Approval of Plans

Except for general accounting, purchasing, facilities, human resources, and treasury functions, all work performed by the County on behalf of the Agency will be in conformance with a scope of work approved in advance by the Agency Executive Director or his or her designee.

F. Termination

This Agreement may be terminated upon the written agreement of the parties hereto. Upon termination, the County will deliver to the Agency all documents, plans, drawings, and other work in progress related to activities undertaken under this Agreement.

G. Monies owed by the Agency under this Agreement shall constitute a debt of the Agency for purposes of the California Constitution Article XVI Section 16 and California Community Redevelopment Law, Health and Safety Code Section 33000 et seq.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement by their officers thereunto duly authorized on _____, 2010.

REDEVELOPMENT AGENCY OF THE COUNTY OF SANTA BARBARA

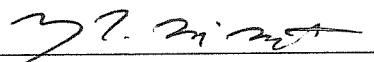
JANET WOLF
CHAIR, BOARD OF DIRECTORS

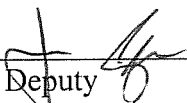
ATTEST:
MICHAEL F. BROWN
AGENCY SECRETARY

By _____
Deputy

APPROVED AS TO FORM:
DENNIS A. MARSHALL
AGENCY COUNSEL

APPROVED AS TO ACCOUNTING FORM
ROBERT GEIS, TREASURER

By 
Deputy

By 
Deputy

COUNTY OF SANTA BARBARA

JANET WOLF
CHAIR, BOARD OF SUPERVISORS

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By _____
Deputy

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM
ROBERT GEIS
AUDITOR-CONTROLLER

By 
Deputy County Counsel

By 
Deputy