



LAFCO - San Luis Obispo - Local Agency Formation Commission
SLO LAFCO - Serving the Area of San Luis Obispo County

TO: MEMBERS, FORMATION COMMISSION
FROM: BRIAN PIERIK, LAFCO LEGAL COUNSEL
DATE: APRIL 15, 2021
SUBJECT: FIRST AMENDMENT TO CONTRACT FOR TEMPORARY EMPLOYMENT WITH DAVID CHURCH

Recommendation. Motion to approve First Amendment To Contract For Temporary Employment With David Church.

Summary.

On November 19, 2021, the Commission approved a Contract for Temporary Employment between the San Luis Obispo Local Agency Formation Commission (LAFCO) and David Church for Interim Executive Officer Services to commence on November 22, 2020. The former Executive Officer was Michael Prater who took the position of Executive Officer of Santa Barbara LAFCO.

Since November 22, 2020, there has been a recruiting process for the position of Executive Officer. Rob Fitzroy was one of the candidates for the Executive Officer position and the resume of Mr. Fitzroy is attached to this Staff Report. Mr. Fitzroy is being presented to the Commission as a separate Agenda item for consideration of appointment to the position of Executive Officer.

If the Commission approves the Employment Contract with Rob Fitzroy as Executive Officer, then the recommendation in this Staff Report is for the Commission to approve the attached First Amendment To Contract For Temporary Employment With David Church. This First Amendment will allow for David Church to be available on as needed basis to assist Rob Fitzroy for up to 100 hours during the period of May 24, 2021, through August 27, 2021. The compensation for Mr. Church in the First Amendment is at an hourly rate of \$75.59 through June 30, 2021, and at the hourly rate of \$76.57 commencing July 1, 2021.

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DAVID CHURCH
Interim Executive Officer

BRIAN A. PIERIK
Legal Counsel

IMELDA MARQUEZ
Analyst

Attachment A

First Amendment To Contract For Temporary Employment With David
Church

**FIRST AMENDMENT TO CONTRACT FOR TEMPORARY EMPLOYMENT
BETWEEN
THE LOCAL AGENCY FORMATION COMMISSION
AND DAVID CHURCH**

This First Amendment to Contract for Temporary Employment ("First Amendment") is effective on the 24th day of May, 2021, and is entered into by and between the Local Agency Formation Commission Of San Luis Obispo County (hereinafter referred to as LAFCO), and David Church (hereinafter referred to as David Church). LAFCO and David Church are hereafter collectively referred to as the "Parties".

RECITALS

WHEREAS, on November 22, 2020, LAFCO and David Church entered into a Contract for Temporary Employment for the position of Interim Executive Officer to provide services to LAFCO during the period of time that LAFCO was recruiting an Executive Officer; and

WHEREAS, LAFCO will be considering hiring Rob Fitzroy as the Executive Officer at the LAFCO meeting on April 15, 2021 with a proposed start date of May 24, 2021; and

WHEREAS, LAFCO desires to contact with David Church as a temporary employee to serve as the Interim Deputy Executive Officer of the LAFCO pursuant to Government Code Section 56384; and

WHEREAS, David Church desires to serve as the Interim Deputy Executive Officer of the LAFCO pursuant to the terms of this First Amendment; and

WHEREAS, LAFCO, as appointing authority, and David Church desire to specify in this First Amendment the terms and conditions of David Church's temporary employment as Interim Deputy Executive Officer of LAFCO.

NOW, THEREFORE, the Parties do mutually agree that the foregoing Recitals are true and correct and are hereby incorporated by this reference and further agree as follows:

1. Temporary Employment

LAFCO hereby engages David Church as the Interim Deputy Executive Officer of LAFCO and David Church hereby agrees to perform for LAFCO the services hereinafter set forth for the compensation hereinafter set forth, all pursuant to the terms and conditions of this First Amendment.

2. Scope of Services

Pursuant to this First Amendment, David Church will assist the LAFCO Executive Officer upon request of the Executive Officer on an as needed basis.

3. Status

David Church will be a temporary employee of LAFCO and shall provide the Services specified in this First Amendment. David Church shall receive compensation based on an hourly rate as specified in this First Amendment and shall not receive any benefits or other consideration for his Services except that David Church shall be entitled to thirteen (13) paid holidays per calendar year on the same schedule as the employees of the County of San Luis Obispo.

4. Term of the First Amendment

The Term of the Contract for Temporary Employment for the position of Interim Executive Officer shall end on May 23, 2021. The Term of this First Amendment shall commence on May 24, 2021, and shall continue until August 27, 2021 or until terminated by either party in accordance with the provisions of this First Amendment whichever is earlier.

5. Compensation

LAFCO shall pay to David Church as compensation in full for all Services performed by David Church pursuant to this First Amendment for the position of Interim Deputy Executive Officer at an hourly rate of \$75.59 through June 30, 2021 and at the hourly rate of \$76.57 commencing July 1, 2021. .

6. Maximum Number of Hours

David Church shall keep time records on a daily basis showing the amount of time he performs the Services. David Church shall not perform more than 100 hours of work for the Term of this First Amendment.

7. Termination of First Amendment

Either party may terminate this First Amendment at any time, with or without cause, by giving the other party 30 (thirty) days' written notice of such termination. Termination shall have no effect upon the rights and obligations of the Parties arising out of transactions occurring prior to the effective date of such termination. David Church shall be paid for all work satisfactorily completed prior to the effective date of such termination

8. Modification

This First Amendment constitutes the entire understanding of the Parties

hereto and no changes, amendments, or alterations shall be effective unless in writing and signed by both Parties.

9. Covenant

The validity, enforceability and interpretation of any of the clauses of this First Amendment shall be determined and governed by the laws of the State of California.

10. Enforceability

The invalidity and unenforceability of any of the terms or provisions of this First Amendment shall in no way affect the validity and enforceability of any other terms or provisions of this First Amendment.

IN WITNESS WHEREOF, LAFCO and David Church hereby agree to the foregoing terms of this First Amendment

DAVID CHURCH, Temporary Employee

ROBERT ENNS, Chairperson
San Luis Obispo Local Agency Formation Commission

APPROVED AS TO LEGAL FORM AND EFFECT

BRIAN PIERIK
LAFCO Legal Counsel