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SLO LAFCO - Serving the Area of San Luis Obispo County

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TO: LOCAL AGENCY FORMATION COMMISSION

FROM: BRIAN A. PIERIK, LEGAL COUNSEL

DATE: NOVEMBER 19, 2020

SUBJECT: CONTRACT FOR TEMPORARY EMPLOYMENT BETWEEN LAFCO AND DAVID CHURCH FOR INTERIM EXECUTIVE OFFICER SERVICES

Recommendation. Motion to approve Contract for Temporary Employment between the San Luis Obispo Local Agency Formation Commission (LAFCO) and David Church for Interim Executive Officer Services.

Summary. Current Executive Officer Michael Prater will be taking a position with the Santa Barbara LAFCO as the Executive Officer. The last day of employment by Mr. Prater with the San Luis Obispo LAFCO will be November 21, 2020.

David Church served as the Executive Officer for the San Luis Obispo LAFCO from November 1, 2009, until his retirement on July 24, 2020. Mr. Church is available to provide services to the San Luis Obispo LAFCO on a temporary basis as Interim Executive Officer while LAFCO recruits someone to serve as the Executive Officer.

Attached is a proposed Contract for Temporary Employment between LAFCO and David Church for Interim Executive Officer Services ("Contract") which will become effective on November 22, 2020. The Scope of Services are described in Section 2 of the Contract and include the services specified in the LAFCO rules and regulations and the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 and other duties as assigned as well as assisting LAFCO with recruiting an Executive Officer and to provide assistance upon request with transition after LAFCO hires an Executive Officer.

Under the Contract, Mr. Church will be paid on an hourly basis at the rate of \$75.59 an hour. This hourly rate is consistent with the requirements of Government Code Section 7522.56 (d) and the salary Mr. Church was earning at the time of his retirement of \$152,637.62 plus a 3% cost of living increase he would have received in July if he had not retired which would have brought his total annual salary to \$157,216.75. Assuming Mr. Church works 40 hours a week, the total monthly compensation to Mr. Church will be \$13,101.40.

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.

Attachment

A: Contract for Temporary Employment between LAFCO and David Church for Interim Executive Officer Services

Contract provides a maximum number of hours of 40 hours per week not to exceed 960 hours through June 30, 2021. If Mr. Church is still providing services to LAFCO after June 30, 2021, then there would be a 960 hour maximum for the period of July 1, 2021 through June 30, 2022.

The recommendation is for the Commission to approve the proposed Contract with David Church to provide services as a temporary employee of LAFCO in the position of Interim Executive Officer.

Attachment A

Contract for Temporary Employment between LAFCO and David Church
for Interim Executive Officer Services

**CONTRACT FOR TEMPORARY EMPLOYMENT
BETWEEN
THE LOCAL AGENCY FORMATION COMMISSION
AND DAVID CHURCH FOR INTERIM EXECUTIVE OFFICER SERVICES**

This Contract for Temporary Employment (“Contract”) is effective on the 22nd day of November, 2020, 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, LAFCO desires to contact with David Church as a temporary employee to serve as the Interim Executive Officer of the LAFCO pursuant to Government Code Section 56384; and

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

WHEREAS, LAFCO, as appointing authority, and David Church desire to specify in this Contract the terms and conditions of David Church’s temporary employment as Interim 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 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 Contract

2. Scope of Services

Pursuant to this Contract, David Church shall perform all functions and duties and services (“Services”) of the Executive Officer on an interim basis, as specified in the LAFCO rules and regulations and the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (hereinafter referred to as the CKH Act), and such legally permissible and proper duties and functions as may be assigned by LAFCO. In addition, David Church will assist LAFCO with recruiting an Executive Officer and provide assistance upon request with transition after LAFCO hires an Executive Officer.

3. Status

David Church will be a temporary employee of LAFCO and shall provide the Services specified in this Contract. David Church shall receive compensation based on an hourly rate as specified in this Contract 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 Contract

This Contract shall commence on November 22 2020, and shall continue until June 30, 2022 or until terminated by either party in accordance with the provisions of this Contract 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 Contract at an hourly rate of \$75.59.

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 40 hours of work per week. For the period of November 22, 2020 through June 30, 2021, David Church shall not perform more than 960 hours of Services. For the period of July 1, 2021 through June 30, 2022, David Church shall not perform more than 960 hours of Services.

7. Termination of Contract

Either party may terminate this Contract 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 Contract 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 Contract 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 Contract shall in no way affect the validity and enforceability of any other terms or provisions of this Contract.

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

DAVID CHURCH, Temporary Employee

TOM MURRAY, Chairperson
San Luis Obispo Local Agency Formation Commission

APPROVED AS TO LEGAL FORM AND EFFECT

BRIAN PIERIK
LAFCO Legal Counsel