Dr. Glenn G. Gooder  
District Superintendent  
SANTA BARBARA COMMUNITY COLLEGE  
School District

Dear Dr. Gooder:

As you may know, recent legislation authorizes our office to charge public entities for services rendered to them. Pursuant to this authorization, our office proposes to charge the County Superintendent and each School District in the County a relatively small fee to assist us in defraying the expenses of our office.

As appears from the enclosed form of Agreement, the fee to be charged to each School District is based on a flat fee of $200 per District plus an amount based on each District's ADA. For your information, I am including with this letter a copy of a letter previously sent to the County Superintendent outlining in more detail the manner in which the overall charge was arrived at.

Since we propose to implement the Agreement during the 1977-1978 fiscal year, I would appreciate it if your Board would approve the Agreement and authorize its execution on or before July 1, 1977. When the Agreement has been executed, please return the signed original and a signed copy to me. When the Agreement is signed by the Board of Supervisors, I will return to you a fully executed copy for your files.

Please do not hesitate to call me if you have any questions concerning the proposed Agreement.

Very truly yours,

GEORGE P. KADING  
COUNTY COUNSEL

6/23/77
AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of Santa Barbara, hereinafter sometimes referred to as "COUNTY," the Santa Barbara County Superintendent of Schools and the School Districts listed in Exhibit "A" which execute this Agreement (said County Superintendent and School Districts hereinafter sometimes referred to collectively as "LOCAL PUBLIC ENTITIES").

WHEREAS, on January 1, 1977, Section 26520 of the Government Code was amended to authorize a county to charge local public entities a fee for legal services not to exceed the cost of providing those services; and

WHEREAS, the COUNTY has been providing legal services to the Local Public Entities through the Santa Barbara County Counsel; and

WHEREAS, the parties are desirous of continuing to receive legal services from the County Counsel; and

WHEREAS, the parties recognize that the funds received by COUNTY under this Agreement fail to cover the entire cost to the COUNTY of providing legal services to the LOCAL PUBLIC ENTITIES; and

WHEREAS, the parties agree that over the period of the Agreement the cost to any LOCAL PUBLIC ENTITY will be less than the cost to the COUNTY to provide such services; and
WHEREAS, in many cases services provided to a particular LOCAL PUBLIC ENTITY are of benefit to other LOCAL PUBLIC ENTITIES;
NOW, THEREFORE, the parties hereto agree as follows:
1. The term of this Agreement shall be for three years commencing on July 1, 1977 and terminating on June 30, 1980;
2. COUNTY shall provide both GENERAL SERVICES and SPECIAL SERVICES to the LOCAL PUBLIC ENTITIES during the term of this Agreement.

COUNTY shall provide to the LOCAL PUBLIC ENTITIES the following services, which shall constitute GENERAL SERVICES, at the same approximate level that these services have been provided over the past two years:

A. Interpretation of legislation.
B. Written opinions on matters relating to the duties of LOCAL PUBLIC ENTITY officers and employees.
C. Legal services relating to elections and school district reorganizations.
D. Review of contracts, leases and other legal documents drafted by others (subject to COUNTY'S right to require standard forms for recurring transactions).
E. Consultations with and oral legal advice to management personnel in the LOCAL PUBLIC ENTITIES.

COUNTY shall also provide to the LOCAL PUBLIC ENTITIES the following SPECIAL SERVICES. The County Counsel reserves the
right to decline representation in litigation or administrative proceedings which it believes to be legally unmeritorious.

A. Representation in Fair Employment Practice matters.

B. Certificated employee dismissal proceedings.

C. Employee grievance or disciplinary hearings.

D. Litigation by or against the District.

E. Enforcement of money judgments.

F. Initial drafting (in contrast to review) of complex contracts, leases or other documents.

G. Preparation of "tax anticipation" notes and other documents required for short-term borrowing.

The COUNTY shall be under no obligation to provide services in:

A. Matters pertaining to Worker's Compensation.

B. Matters pertaining to Chapter 10.7 (commencing with Section 3540) Division 4 Title 1 of the Government Code (commonly referred to as the Rodda Act).

C. Criminal defense of LOCAL PUBLIC ENTITY officers or employees.

D. Attendance at school board meetings except in cases where the County Counsel deems such attendance necessary for purposes of rendering advice on a particular matter.

E. Cases where County Counsel has a conflict of interest, including instances where that
office is representing COUNTY or some other Agency in the same matter.

F. Services normally provided by LOCAL PUBLIC ENTITY personnel.

3. Cost of litigation and administrative proceedings, including costs for witnesses and experts necessary to process the proceedings, shall be in addition to the fees provided herein and shall be paid by the LOCAL PUBLIC ENTITY concerned. In addition, each LOCAL PUBLIC ENTITY shall reimburse COUNTY for travel expenses, including mileage, paid or incurred by attorneys in the County Counsel's Office while traveling outside Santa Barbara County on business for or on behalf of such LOCAL PUBLIC ENTITY. Such reimbursement shall be at the rate and in the amount allowed by the County of Santa Barbara to County officers traveling on County business.

4. For the 1977-78 fiscal year COUNTY shall charge the LOCAL PUBLIC ENTITIES listed in Exhibit "A" a total aggregate amount of $51,000. The amount to be paid to COUNTY by each LOCAL PUBLIC ENTITY is shown in Exhibit "A". For fiscal years 1978-79 and 1979-80 the amount paid by each LOCAL PUBLIC ENTITY shall be adjusted in each of said fiscal years as follows:

The sum of $51,000 shall be divided among each LOCAL PUBLIC ENTITY as follows:

(a) The Santa Barbara County Superintendent of Schools shall pay $5,100.

(b) Each school district shall pay $200 base fee.
(c) The balance of the $51,000, after deducting the aggregate of items "(a)" and "(b)," shall be divided among each school district on the basis of that district's percentage of the average daily attendance for all districts shown on Exhibit "A." The basis of such average daily attendance shall be the second period attendance report for the preceding school year.

The amount so calculated for each LOCAL PUBLIC ENTITY shall be increased by the lesser of:

(a) The percentage increase in the United States Department of Labor Consumer Price Index for the Los Angeles-Long Beach Metropolitan area from July, 1977 to July of the fiscal year for which the amount is being determined; or

(b) The percentage increase in the budget for the Office of County Counsel as adopted by the Santa Barbara County Board of Supervisors using the budget for the 1977-78 fiscal year as the base year.

5. Each LOCAL PUBLIC ENTITY shall pay to COUNTY 1/2 the amount due for any fiscal year on or before January 31 of that year and the remaining amount on or before May 31 of that year.

6. The effectiveness of this Agreement as to any LOCAL PUBLIC ENTITY is not contingent upon its approval by any other LOCAL PUBLIC ENTITY; however, it is understood that the COUNTY shall be under no obligation to render any legal services other than those required by law to be rendered without fee to a school district which does not execute this Agreement.
7. This Document is one of twenty-seven duplicate original copies of an Agreement entered into between the LOCAL PUBLIC ENTITIES named herein and the COUNTY of Santa Barbara. It is understood and agreed that this Agreement shall become effective with respect to each LOCAL PUBLIC ENTITY named herein whenever said LOCAL PUBLIC ENTITY and COUNTY have signed one of the duplicate originals, even though one or more of the other LOCAL PUBLIC ENTITIES named herein have not signed the same duplicate original or have failed or refused to sign any duplicate original of this Agreement; and all such duplicate originals which have been signed by both the COUNTY and any LOCAL PUBLIC ENTITY named herein shall be read together and shall be considered to be, and shall be, a single integrated Agreement.
COUNTY OF SANTA BARBARA

DATE: ____________________________

By ___________________________________________________________________
Chairman, Board of Supervisors

ATTEST:
HOWARD C. MENZEL
COUNTY CLERK-RECORDER

By __________________________________________
Deputy Clerk-Recorder

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

DATE: ____________________________

By ________________________________
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EXHIBIT "A"