



BOARD OF SUPERVISORS  
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

Department Name: CEO  
Department No.: 012  
For Agenda Of: 7/13/2010  
Placement: Administrative  
Estimated Tme:  
Continued Item: No  
If Yes, date from:  
Vote Required: Majority

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**TO:** Board of Supervisors  
**FROM:** Department Michael F. Brown, County Executive Officer  
Director(s)  
Contact Info: Sharon Friedrichsen, Assistant to the CEO, 568.3400  
**SUBJECT:** Memorandum of Understanding Between Santa Barbara and Monterey Counties  
for Agricultural Commissioner Services

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**County Counsel Concurrence**

As to form: Yes

**Auditor-Controller Concurrence**

As to form: N/A

**Other Concurrence:**

As to form: Risk Management

**Recommended Actions:**

Approve and authorize the Chair to sign a Memorandum of Understanding between the County of Santa Barbara and Monterey County for the period of July 1, 2010 to October 1, 2010 for Agricultural Commissioner/Sealer services for a contract amount not to exceed \$6,000.

**Summary Text:**

The County of Santa Barbara is currently recruiting for an Agricultural Commissioner. As an alternative arrangement until such position is filled, the County of Santa Barbara intends to utilize the services of the Monterey County Agricultural Commissioner/Sealer on an interim basis to perform certain services sufficient to meet the requirements of the California Department of Food and Agriculture.

Such services include:

- Review and sign routine contracts with the California Department of Food and Agriculture and the California Department of Pesticide Regulations;
- Provide final review of Notices of Proposed Action and assessments of administrative fines;
- Review and sign contracts with various Federal, State or local agencies for weed management projects;
- Oversee the issuance, denial, suspension, revocation and/or written decisions for matters involving pesticide permits, licenses and certifications issued by the Agricultural Commissioners Office; and,

**Memorandum of Understanding Between Santa Barbara and Monterey Counties for Agricultural Commissioner Services**

July 13, 2010

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- Submit requests for declaration of disasters or other emergency declarations to the Governor's Office of Emergency Services.

**Background:**

The Monterey County Board of Supervisors is considering this item on its consent calendar on July 13, 2010. The item before the County of Santa Barbara Board of Supervisors will authorize the Chair of the Board to sign the attached MOU upon confirmation of approval of the MOU by Monterey County. Food and Agriculture Code Section 2124 and the Joint Exercise of Powers Act, Government Code Sections 6500-6536, authorizes County of Santa Barbara to contract with Monterey County by and with the consent of their respective Boards of Supervisors for the performance of duties of the Agricultural Commissioner/Sealer. Such services are anticipated for a period of July 1, 2010 through October 1, 2010, with the possibility of an extension of time as needed.

**Fiscal and Facilities Impacts:**

Budgeted: Yes

**Fiscal Analysis:**

Narrative: The services rendered by the Monterey County Agricultural Commissioner/Sealer will be reimbursed on an hourly rate. The contract also includes funding for incidental office expenses and any travel that may be necessary to/from Santa Barbara County. The total contract amount shall not exceed \$6,000. Savings from the vacant Agricultural Commissioner within Santa Barbara County shall be used to pay for this contract.

**Staffing Impacts:**

**Legal Positions:**

N/A

**FTEs:**

N/A

**Special Instructions:**

Clerk of the Board shall return two executed signature pages and a copy of the minute order to Sonia Thompson in the County Executive Office.

**Attachments:**

Memorandum of Understanding between the County of Santa Barbara and the County of Monterey

**Authored by:**

Sharon Friedrichsen, County Executive Office, 568.3400

**cc:**

Celeste Andersen, County Counsel

Elena Morelos, Agricultural Commissioner's Office

Jeri Muth, Human Resources

## Memorandum of Understanding

Between the County of Monterey  
and the County of Santa Barbara

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the County of Santa Barbara, a political subdivision of the State of California (herein referred to as SANTA BARBARA) and the County of Monterey, a political subdivision of the State of California (herein referred to as MONTEREY) wherein MONTEREY agrees to provide Agricultural Commissioner/Sealer Services to SANTA BARBARA in return for compensation of said services.

WHEREAS, the County of SANTA BARBARA currently does not have an Agricultural Commissioner/Sealer of Weights and Measures; and,

WHEREAS, Food and Agriculture Code Section 2124 and the Joint Exercise of Powers Act, Government Code Sections 6500-6536, authorizes SANTA BARBARA to contract with MONTEREY by and with the consent of their respective Boards of Supervisors for the performance of duties of the Commissioner/Sealer; and

WHEREAS the parties desire to enter into this MOU for the provision of Commissioner/Sealer services which will meet the minimum requirements of the California Department of Food and Agriculture.

NOW, THEREFORE, IT IS AGREED in consideration of the mutual covenants and conditions contained herein:

1. MONTEREY agrees to provide Commissioner/Sealer services sufficient to meet the requirements of the California Department of Food and Agriculture. These services may include, but are not be limited to, the following:

a) Review and sign routine contracts with the California Department of Food and Agriculture and the California Department of Pesticide Regulations;

b) Provide final review of Notices of Proposed Action and assessments of administrative fines;

c) Review and sign contracts with various Federal, State or local agencies for weed management projects;

d) Oversee the issuance, denial, suspension, revocation, and/or written decisions for matters involving pesticide permits, licenses and certifications issued by the Agricultural Commissioner's Office;

e) Submit requests for declaration of disasters or other emergency declarations to the Governor's Office of Emergency Services.

2. MONTEREY shall devote as much time as is necessary to adequately perform the services contemplated by this MOU. The parties acknowledge that MONTEREY's responsibility is primarily administrative and most, if not all, of the services to be performed by MONTEREY will not require a

physical presence within Santa Barbara County, but are the kinds of services that can be supervised or administered from Monterey County. Only minimal oversight of existing County of Santa Barbara staff will be necessary pursuant to this MOU considering that SANTA BARBARA currently employs two Deputy Agricultural Commissioners who oversee and manage the day-to-day operations of the Agricultural Commissioners Office.

3. SANTA BARBARA shall pay MONTEREY as hourly compensation for all services provided in the amount of \$127.90 per hour up to a maximum amount of Six Thousand Dollars (\$6,000) for services to be provided pursuant to this MOU. This hourly rate reflects the compensation paid by Monterey County to the Agricultural Commissioner/Sealer of Weights and Measures for salary and benefits. This MOU may be amended to change the hourly rate in the event that there is a change in the salary and benefits of the Monterey County Agricultural Commissioner/Sealer of Weights and Measures and/or in the event that the maximum amount of \$6,000 is expended prior to the MOU termination date of October 1, 2010 and/or in the event the term of this MOU is extended beyond the October 1, 2010 termination date. SANTA BARBARA and MONTEREY may amend or extend this MOU, without ratification by their respective Boards of Supervisors, by mutual agreement by and between the SANTA BARBARA County Executive Officer and MONTEREY Agricultural Commissioner so long as the maximum MOU amount does not exceed \$10,000.

MONTEREY will submit to SANTA BARBARA an itemized statement of services performed, including expenses on a monthly basis. Expenses include appropriate office expenses such as postage or courier services. If travel to Santa Barbara County is necessary, expenses will be reimbursed at the current Santa Barbara per diem rates for lodging and meals and mileage at \$0.50 per mile. MONTEREY shall be paid within thirty (30) days of submission of a statement to SANTA BARBARA.

4. This MOU shall commence July 1, 2010 and shall terminate October 1, 2010. Termination of this MOU may be effectuated by the SANTA BARBARA County Executive Officer without the need for action or ratification by the Board of Supervisors. This MOU may be extended by mutual agreement of both Counties on a month to month basis and payment for services performed during the extended term shall be based upon the then current hourly rate paid by Monterey County to the Agricultural Commissioner/Sealer of Weights and Measures for salary and benefits.

5. SANTA BARBARA shall indemnify, defend, and hold harmless MONTEREY, its officers, agents and employees from and against all claims, liabilities, and losses whatsoever, (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys fees) occurring or resulting to any and all persons, firms or corporations furnishing, or supplying work, services, materials, or supplies in connection with MONTEREY's performance of this MOU, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury or death arising out of or connected with MONTEREY's performance of this MOU, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of MONTEREY. MONTEREY's performance includes MONTEREY's action or inaction and the action or inaction of MONTEREY's officers, employees, agents and subcontractors.

6. Either party may terminate this MOU at any time by giving the other party ten (10) days written notice of such termination. Any notice required to be given pursuant to the terms and provisions herein shall be in writing and shall be sent by First Class Mail to:

County of SANTA BARBARA

Michael F. Brown  
County Executive Officer  
105 East Anapamu Street  
Santa Barbara, CA 93101

County of MONTEREY

Eric Lauritzen  
Agricultural Commissioner/Sealer  
1428 Abbott Street  
Salinas, CA 93901-4507

IN WITNESS WHEREOF, the Parties have executed this MOU to be effective on the date it is fully executed.

COUNTY OF SANTA BARBARA

By:

COUNTY OF MONTEREY

By:

\_\_\_\_\_  
Janet Wolf, Chair  
Board of Supervisors

\_\_\_\_\_  
Eric Lauritzen  
Agricultural Commissioner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Michael F. Brown  
Clerk of the Board

\_\_\_\_\_  
Gail T. Borkowski  
Clerk of the Board

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGALITY:

APPROVED AS TO FORM  
AND LEGALITY:

Dennis Marshall  
COUNTY COUNSEL

COUNTY COUNSEL

By: Celeste E. Andersen  
Celeste Andersen  
Deputy County Counsel

By: \_\_\_\_\_  
Mary Grace Perry  
Deputy County Counsel

Date: 6/30/10

Date: \_\_\_\_\_

RISK MANAGEMENT

By: Ray Aromatorio  
Ray Aromatorio

Date: 6/30/10

County of SANTA BARBARA

Michael F. Brown  
County Executive Officer  
105 East Anapamu Street  
Santa Barbara, CA 93101

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Janet Wolf, Chair  
Board of Supervisors

Date: \_\_\_\_\_

COUNTY OF MONTEREY

By:

\_\_\_\_\_  
Eric Lauritzen  
Agricultural Commissioner

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Michael F. Brown  
Clerk of the Board

Date: \_\_\_\_\_

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\_\_\_\_\_  
Gail T. Borkowski  
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Date: \_\_\_\_\_

APPROVED AS TO FORM  
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Dennis Marshall  
COUNTY COUNSEL

By: Celeste E. Andersen  
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Deputy County Counsel

Date: 6/30/10

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By: \_\_\_\_\_  
Mary Grace Perry  
Deputy County Counsel

Date: \_\_\_\_\_

RISK MANAGEMENT

By: Ray Aromatorio  
Ray Aromatorio

Date: 6/30/10