

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

County of MONTEREY

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

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

COUNTY OF MONTEREY

By:

By:

Janet Wolf
Janet Wolf, Chair
Board of Supervisors

Eric Lauritzen
Eric Lauritzen
Agricultural Commissioner

Date: 7-14-10

Date: 8/26/10

ATTEST: Michael F. Brown

ATTEST: Gail T. Borkowski

Michael F. Brown
Clerk of the Board

Gail T. Borkowski
Clerk of the Board

Date: 7/13/10

Date: 8/27/10

APPROVED AS TO FORM
AND LEGALITY:

APPROVED AS TO FORM
AND LEGALITY:

Dennis Marshall
COUNTY COUNSEL
By: Celeste E. Andersen

COUNTY COUNSEL
By: Mary Grace Perry

Celeste Andersen
Deputy County Counsel

Mary Grace Perry
Deputy County Counsel

Date: 6/30/10

Date: 8-26-2010

RISK MANAGEMENT
By: Ray Aromatorio

Ray Aromatorio
Date: 6/30/10