



# COUNTY OF HUMBOLDT

AGENDA ITEM NO.

**C-36**

For the meeting of: June 28, 2016

Date: June 22, 2016

To: Board of Supervisors

From:  Thomas K. Mattson, Public Works Director

Subject: Memorandum of Understanding Between The McKinleyville Community Services District and The Humboldt County Department Of Public Works Regarding Landscape Maintenance On Central Avenue In Mckinleyville.

**RECOMMENDATION(S):** That the Board of Supervisors authorizes the Director of Public Works to sign the attached Memorandum of Understanding (MOU) between the McKinleyville Community Services District (MCS D) and the Humboldt County Department of Public Works (DPW) regarding landscape maintenance on Central Avenue in McKinleyville.

**SOURCE OF FUNDING:** Road Fund

**DISCUSSION:** Since approximately 1993, MCS D and DPW have had an informal agreement related to landscape maintenance on Central Avenue in McKinleyville. This agreement was the result of the community wanting improved landscaping beyond what the DPW could provide. As part of the agreement, the DPW continues its level of service through monetary and staff contributions and MCS D manages a landscaping district to raise the additional funds to maintain a higher level of service.

The MCS D and DPW desire to formalize this agreement as described in the attached MOU. The County has historically provided funding for materials, hauling and disposal of materials, and Sheriff's Work

Prepared by Thomas K. Mattson/

CAO Approval 

REVIEW:

Auditor 

County Counsel 



Human Resources \_\_\_\_\_

Other \_\_\_\_\_

TYPE OF ITEM:

- Consent
- Departmental
- Public Hearing
- Other \_\_\_\_\_

**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT**

Upon motion of Supervisor  Seconded by Supervisor 

Ayes 

- Nays \_\_\_\_\_
- Abstain \_\_\_\_\_
- Absent \_\_\_\_\_

PREVIOUS ACTION/REFERRAL:

Board Order No. \_\_\_\_\_

Meeting of: \_\_\_\_\_

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: 

By:   
Kathy Hayes, Clerk of the Board

Alternative Program (SWAP) labor to assist MCSD in their overall landscape work within this district. While the DPW cannot commit to SWAP labor, it has been and will be provided as available per the MOU.

FINANCIAL IMPACT: The annual funding amount provided by the DPW to MCSD for this MOU is \$10,000.00, which will be increased annually with a Consumer Price Index multiplier. The DPW will also provide road maintenance workers and equipment as outlined in the MOU.

The requested action conforms to the Board of Supervisors' initiative of safeguarding the public trust by managing out resources to ensure sustainability of services.

OTHER AGENCY INVOLVEMENT: MCSD

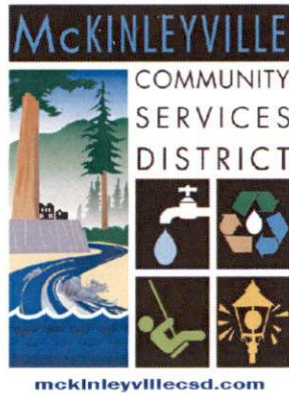
ALTERNATIVES TO STAFF RECOMMENDATIONS: None Recommended.

ATTACHMENTS:

Attachment 1 – Letter from McKinleyville Community Service District, approving MOU  
Attachment 2 – MOU

PHYSICAL ADDRESS:  
1656 SUTTER ROAD  
McKINLEYVILLE, CA 95519

MAILING ADDRESS:  
P.O. BOX 2037  
McKINLEYVILLE, CA 95519



JUN 03 2016

MAIN OFFICE:  
PHONE: (707) 839-3251  
FAX: (707) 839-8456

PARKS & RECREATION OFFICE:  
PHONE: (707) 839-9003  
FAX: (707) 839-5964

June 2, 2016

Tom Mattson, Director  
Humboldt County Public Works  
1106 Second Street  
Eureka, CA 95501

RE: Central Avenue MOU

Mr. Mattson,

Enclosed please find two wet signed copies of the Memorandum of Understanding (MOU) between McKinleyville Community Services District (MCSD) and the County of Humboldt Department of Public Works for Landscaping Maintenance within the County Right of Way along Central Avenue in McKinleyville.

This version of the MOU was approved by the MCSD Board of Directors at our June 1, 2016 Board meeting and signed by President Wheeler. Once you have signed, please return a fully executed version of the MOU for our records.

Please contact me at 707-839-3251 if there are any problems or concerns.

Sincerely,

Becky Schuette,  
Executive Assistant/Board Secretary

Enclosures

PUBLIC WORKS		
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<input type="checkbox"/>	BUS	
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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
McKINLEYVILLE COMMUNITY SERVICES DISTRICT and  
THE COUNTY OF HUMBOLDT DEPARTMENT OF PUBLIC WORKS**

**FOR LANDSCAPE MAINTENANCE WITHIN THE COUNTY RIGHT OF WAY ALONG  
CENTRAL AVENUE IN McKINLEYVILLE, CA**

This Memorandum of Understanding (MOU) is entered into effective July 1, 2016, by and between the McKinleyville Community Services District, herein referred to as (MCSD), the County of Humboldt Department of Public Works herein referred to as (DPW).

The term of this agreement shall commence on the above date and shall terminate on June 30, 2021.

**Purpose and Background:**

The purpose of this MOU is to establish MCSD and DPW respective roles, duties and responsibilities that each party hereby agrees to perform and undertake with respect to maintaining and landscaping the Central Avenue Open Space Maintenance Zone (OSMZ), located along Central Avenue, a County right of way.

This cooperation serves the mutual interest of both parties and the public.

The Central Ave OSMZ extends north along Central Avenue, a County right of way, from the intersection of Central Avenue and Anna Sparks Way to the intersection of Central Avenue and 110 feet north of Bates Avenue. Located within the Central Avenue OSMZ are 77 parcels that front Central Avenue. (See Exhibit A for the site map).

Historically and currently, the maintenance and landscaping of the Central Avenue OSMZ is accomplished through a cooperation of MCSD and DPW.

MCSD and DPW hereby wish to continue this cooperative relationship under the terms and conditions set forth below.

Nothing in this MOU shall alter, amend, or otherwise affect the rights and responsibility of those property owners owning property that fronts Central Avenue within the Central

Avenue OSMZ. Those property owners remain responsible for maintaining the condition of the sidewalk along the linear footage of their respective properties.

**Respective Roles, Duties and Responsibilities of MCSD and DPW:**

**Section A: As to MCSD:**

1. MCSD agrees to initiate and complete proceedings pursuant to the Landscape and Lighting Act of 1972 for the levy of a real property assessment for the maintenance and landscaping of the Central Avenue OSMZ.
2. MCSD agrees to coordinate with the Sheriff's Department for the scheduling of Sheriff's Work Alternative Crews ("SWAP"). Under this agreement with the Sheriff's Department the Sheriff's Department agrees to provide to MCSD a SWAP crew on a monthly basis to assist with maintenance and landscaping as set forth more particularly below.
3. MCSD agrees to coordinate with the DPW for the removal of green waste from the Babler Road site. MCSD shall provide the County with at least 2 weeks' notice of when assistance is required.
4. MCSD agrees to provide landscape maintenance within the Central Avenue OSMZ, including weeding, pruning, planting, mulching, and trail repair on an as needed basis.
5. MCSD agrees to hang and remove Central Avenue banners twice annually.

**Section B: As to the DPW:**

1. The DPW agrees to reimburse MCSD up to \$10,000 annually for costs incurred by MCSD to provide landscape maintenance as set forth in Section A above. This reimbursement includes, but is not limited to, landscape materials for the Central Avenue OSMZ, including without limitation, replacement plantings, shrubbery, and trees as required. Funds may also be used to hire private contract labor if SWAP labor is not available.
2. MCSD shall submit periodic invoices to the DPW for payment and the DPW agrees to promptly tender payment to MCSD. The DPW agrees to increase the \$10,000 maximum reimbursement limit annually based upon the Consumer Price Index prepared by the United States Department of Labor, Bureau of Labor

Statistics using the weighted average of Consumer Price Indexes (All Urban Consumers for the State of California) for the period of April of the prior year to April of the current year.

3. The DPW agrees to provide personnel, equipment and dump trucks to haul green waste away from Babler Road upon request from MCSD twice per year. MCSD shall provide the County with at least 2 weeks' notice of when assistance is required.
4. The DPW agrees to maintain its Central Avenue right of way and control the issuance of encroachment permits authorizing the removal of trees and shrubs.
5. DPW agrees to provide to MCSD a SWAP crew on a monthly basis, as available, to assist with maintenance and landscaping of the Central Avenue Open Space Maintenance Zone.

**Section D: MCSD, DPW Further Agree and Acknowledge that:**

1. This MOU and the rights, duties, and responsibilities set forth herein are contingent and conditioned upon successful completion of proceedings pursuant to the Landscape and Lighting Act of 1972 for the levy of an assessment and the continued approval of the Central Avenue OSMZ by the affected property owners.
2. This MOU shall remain effective unless and until the Central Avenue OSMZ is dissolved. The County and MCSD acknowledge that MCSD will seek reauthorization to continue the Central Avenue OSMZ every five (5) years from the affected property owners.
3. The General Manager of MCSD and the Director of Public Works of the County agree to review the status of this MOU every five (5) years, within one (1) month of the affected property owners' re-authorizing the Central Avenue OSMZ.
4. This MOU may be revised or modified only with the written consent of both parties.

**SIGNATURES**

By:  Date: June 7, 2016  
George Wheeler, Board President  
McKinleyville Community Services District

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Thomas K. Mattson, Director of Public Works  
Humboldt County