



AGENDA ITEM NO.
C-6

COUNTY OF HUMBOLDT

For the meeting of: May 6, 2014

Date: April 17, 2014

To: Board of Supervisors

From: Phillip Smith-Hanes, County Administrative Officer *PSH*

Subject: Extension of Memorandum of Understanding with Trinity County for Agricultural Commissioner Services

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the proposed Amendment to Memorandum of Understanding (MOU) with Trinity County (Attachment 1) and authorize the Chair to sign;
2. Direct the Clerk of the Board to return two signed originals of the Amendment to the County Administrative Office for processing; and
3. Pursuant to Section 7 of the Humboldt County Salary Resolution, extend the 5% in additional compensation for the position of Agricultural Commissioner/Sealer of Weights & Measures (class 0824), currently scheduled to terminate on June 30, 2014, until June 30, 2015, or until termination of the MOU with Trinity County for Agricultural Commissioner services, whichever occurs first (4/5ths vote required).

SOURCE OF FUNDING: General Fund (Revenue from Trinity County)

Prepared by Phillip Smith-Hanes CAO Approval *[Signature]*

REVIEW: Auditor _____ County Counsel *ck* Human Resources *[Signature]* Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

PREVIOUS ACTION/REFERRAL:
 Board Order No. C-5, C-7
 Meeting of: 11/13/12, 12/10/13

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
 Upon motion of Supervisor Bass Seconded by Supervisor Lorelace
 Ayes Sundberg, Lorelace, Bohn, Fennell, Bass
 Nays _____
 Abstain _____
 Absent _____

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

Dated: May 6, 2014
 By: *[Signature]*
 Kathy Hayes, Clerk of the Board

DISCUSSION:

In 2012, the Agricultural Commissioner for neighboring Trinity County retired and that county was left with no person on staff holding all the applicable licenses from the California Department of Food and Agriculture and Department of Pesticide Regulation. Trinity County approached Humboldt County regarding an arrangement under which Humboldt's Agricultural Commissioner could serve in this role for Trinity County as well. On November 13, 2012, your Board approved an MOU setting the terms of this relationship. This MOU is scheduled to terminate on June 30, 2014. Trinity County seeks to extend the MOU by one year; Agricultural Commissioner Jeff Dolf is agreeable to this extension and Trinity County has prepared the attached Amendment to the MOU.

In 2013, your Board approved increases in compensation for certain department heads who had taken on additional work. As part of that item, an increase in compensation for the Agricultural Commissioner/ Sealer of Weights and Measures position was approved on a temporary basis due to the MOU with Trinity County. With extension of the MOU for one year, it would also be appropriate to extend this additional compensation for one year.

FINANCIAL IMPACT:

There is no financial impact to today's action. Trinity County pays a monthly retainer for Agricultural Commissioner services and reimburses for travel. These revenues and expenditures are included within the adopted County budget for Fiscal Year 2013-14. With today's action, staff would likewise include these revenues and expenditures in the budget proposal for 2014-15.

The proposed action supports your Board's Strategic Framework, Five Key Goals for 2014-15, because it is an effort to consolidate or share services which builds interjurisdictional and regional cooperation.

OTHER AGENCY INVOLVEMENT:

Trinity County

ALTERNATIVES TO STAFF RECOMMENDATIONS:

1. Your Board could decline to approve the Amendment to the MOU. This alternative is not recommended as it would leave Trinity County with little time to secure Agricultural Commissioner services and would reduce revenue to Humboldt County.
2. Your Board could extend the MOU but not the additional compensation for the position of Agricultural Commissioner/Sealer of Weights and Measures. This alternative is not recommended as the position would be performing the same work for which your Board previously approved additional compensation.

ATTACHMENTS:

1. Amendment No. 1 to Memorandum of Understanding between County of Trinity and County of Humboldt
2. Memorandum of Understanding Dated November 15, 2012

Attachment 1

CONTRACT NUMBER	12-231.1	CAO
COUNTY ORIGINAL		

AMENDMENT NO. 1
 TO MEMORANDUM OF UNDERSTANDING BETWEEN
 COUNTY OF TRINITY
 AND
 County of Humboldt

WHEREAS, a Memorandum of Understanding (MOU) was entered into the 15th day of November 2012, by and between the COUNTY OF TRINITY, and the County of Humboldt to provide Commission/Sealer services by the Agricultural Commissioner/Sealer of Weights and Measures of Humboldt and/or staff of Humboldt's Commissioner/Sealer, as appropriate, to Trinity County sufficient to meet the requirements of the California Department of Food and Agriculture; and

WHEREAS, the MOU provides for a termination date of June 30, 2014; and

WHEREAS, the parties wish to extend the date of termination; and

WHEREAS, the MOU provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. Section 4, of the MOU entitled "Term of Agreement:" is amended by deleting "June 30, 2014" and inserting in its place "June 30, 2015".
2. In all other respects the terms of the MOU are affirmed.

IN WITNESS WHEREOF, The parties hereby have caused this Amendment No. 1 to be executed on the last date written below.

Date: 5/10/14

Date: 4/8/14

COUNTY OF HUMBOLDT:

COUNTY OF TRINITY

By: Rex Bohn
 REX BOHN, Chairman
 Board of Supervisors

By: Judith N. Pflueger
 JUDITH N. PFLUEGER, Chairman
 Board of Supervisors

APPROVED AS TO FORM	INITIAL	DATE
CC	JR	3/28/14
AUD	de	3/31/14
CAO	WT	4/7/14

CONTRACT NUMBER 12-231	CAO
COUNTY ORIGINAL	

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF HUMBOLDT & THE COUNTY OF TRINITY**

This agreement is entered into on November 15th of 2012, by and between the County of Humboldt, herein referred to as "HUMBOLDT" and the County of Trinity, herein referred to as "TRINITY" and collectively referred to as the "PARTIES."

WHEREAS, the Agricultural Commissioner/Sealer of Weights and Measures ("Commissioner/Sealer") for the County of Trinity is retiring and TRINITY will be without the services of a Commissioner/Sealer; and

WHEREAS, HUMBOLDT currently provides some weights and measures services to TRINITY pursuant to separate agreement; and

WHEREAS, Food and Agricultural Code section 2124 and the provision of article 1, Chapter 5, Division 7, Title 1 of the Government Code authorize TRINITY to contract with HUMBOLDT by and with the consent of the respective Boards of Supervisors for the performance of duties of the Commissioner/Sealer; and

WHEREAS, HUMBOLDT and TRINITY desire to enter into this agreement for the provision of Commissioner/Sealer services to TRINITY which will meet the minimum requirements of the California Department of Food and Agriculture,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. HUMBOLDT agrees to provide Commissioner/Sealer services, provided personally by the Agricultural Commissioner/Sealer of Weights and Measures of HUMBOLDT and/or staff of HUMBOLDT's Commissioner/Sealer, as appropriate, to TRINITY sufficient to meet the requirements of the California Department of Food and Agriculture.
2. HUMBOLDT shall devote as much time as is necessary to adequately perform these services pursuant to this agreement. The PARTIES acknowledge that HUMBOLDT's responsibility includes supervisory and administrative duties as well as limited on-site inspections, many of which will not require a physical presence within Trinity County
3. a. TRINITY shall pay HUMBOLDT as compensation for Commissioner/Sealer services a minimum, flat rate payment of \$2,500.00 per month for each month any part of which the services described above are provided. This amount will be paid no later than the last business day of

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the month following the month in which the services were provided.

b. When requested by the Trinity County Administrative Officer, HUMBOLDT shall provide TRINITY Commissioner/Sealer services on-site in Trinity County. If and when this occurs, TRINITY shall pay HUMBOLDT hourly compensation for all services provided on-site in Trinity County, including travel time to and from Trinity County, in the amount of \$70.00 per hour. In addition, HUMBOLDT shall pay the traveler mileage and other travel expenses in amounts consistent with current HUMBOLDT policies related to such expenses. When travel occurs, HUMBOLDT will periodically provide TRINITY with a statement setting forth both the hours expended and the travel expenses paid. TRINITY shall thereafter pay HUMBOLDT for time and travel expenses stated within thirty (30) days of submission of such statement. These payments shall be made in addition to the flat, monthly payments specified above.

c. The total payments to be made by TRINITY to HUMBOLDT under this agreement, including all payments specified in paragraph 3a and 3b immediately above, shall not exceed \$50,000.00 in any fiscal year.

4. Term of Agreement: This agreement shall commence December 1, 2012, and shall terminate June 30, 2014. Early termination of the Contract may be effectuated by written notice from either County Administrative Officer, without the need for action or ratification by the Board of Supervisors, upon twenty (20) days written notice of such termination. This agreement may be extended by mutual agreement of both Counties on a month to month basis.

5. 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 Humboldt
Phillip Smith-Hanes
County Administrative Officer
825 Fifth Street, Room 112
Eureka, CA 95501

County of Trinity
Wendy Tyler
County Administrative Officer
P.O. Box 1613
Weaverville, CA 96093

6. HUMBOLDT and TRINITY are separate subdivisions of the State of California and are independent contractors with respect to each other. This agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Nothing in this agreement shall be construed to create an employment relationship between TRINITY and any employee of HUMBOLDT, or between HUMBOLDT and any employee of

Attachment 2

TRINITY. Each party shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Neither party's employees shall be entitled to any employee benefits from the other party.

7. TRINITY certifies by its signature below that TRINITY is not a Nuclear Weapons Contractor, in that TRINITY is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. TRINITY agrees to notify HUMBOLDT immediately if it becomes a nuclear weapons contractor as defined above. HUMBOLDT may immediately terminate this Agreement if it determines that the foregoing certification is false or if TRINITY becomes a nuclear weapons contractor.

8. This agreement shall constitute the entire agreement between the PARTIES relating to the subject matter of this agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter, provided, however, that this agreement is not intended to and shall not be construed to terminate or supersede the agreement between the PARTIES dated July 1, 2012, for weights and measures inspections. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this agreement are hereby ratified.

9. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the PARTIES.

10. This agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure Sections 394 and 395.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 15th day of November, 2012:

COUNTY OF HUMBOLDT

COUNTY OF TRINITY

By Phillip Smith-Hanes
Phillip Smith-Hanes
County Administrative Officer

By Wendy Tyler
Wendy Tyler
County Administrative Officer