



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-12655

Upon motion of Supervisor Potter, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorized the Agricultural Commissioner to sign a Memorandum of Understanding (MOU) with Cooperative Agricultural Support Services Authority (CASS) for temporary help for regulatory agricultural programs from March 1, 2015, through November 30, 2015, not to exceed \$165,000 and;
- b. Authorized the Auditor-Controller to make payments in accordance with the terms of the MOU.

PASSED AND ADOPTED on this 3rd day of March 2015, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on March 3, 2015.

Dated: March 5, 2015
File ID: 15-0176

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COOPERATIVE AGRICULTURAL SUPPORT SERVICES AUTHORITY
AND THE
COUNTY OF MONTEREY**

This **MEMORANDUM OF UNDERSTANDING** (“MOU”) is entered into by the **Cooperative Agricultural Support Services Authority** (“CASS”), a joint powers agency, and the **County of Monterey** (“County”).

WHEREAS, the Agricultural Commissioner of the County of Monterey (“Ag Commissioner”) is seeking the services of CASS for plant pest detection, trapping, quarantine, eradication work and/or agricultural commodity inspection in Monterey County; and

WHEREAS, CASS and the County wish to enter into an agreement specifying, as set forth below, certain services to be provided by CASS;

NOW, THEREFORE, the parties agree as follows:

1. Effective Date. This MOU is effective as of March 1, 2015.
2. Scope of Services. Upon the execution of this MOU, CASS shall provide plant pest detection, trapping, quarantine, and/or eradication services for the Ag Commissioner.
 - (a) CASS shall assign up to ten (10) CASS staff members to provide services. The CASS staff assigned to perform plant pest detection, trapping, quarantine and/or eradication work for the Agricultural Commissioner General Trapping Project or agricultural commodity inspection projects will work at job sites identified and selected by the Agricultural Commissioner.
 - (b) The CASS staff shall perform plant pest detection, trapping, quarantine, and/or eradication work for the Agricultural Commissioner General Trapping Project or perform agricultural commodity inspection services under the overall supervision and direction of CASS’s Executive Officer. CASS’s Executive Officer may delegate to the Ag Commissioner and his/her supervisory staff the ability to supervise and direct the day-to-day activities of CASS staff.
3. Schedule. The services provided pursuant to this MOU shall be completed by no later than November 30, 2015.
4. Compensation. For services provided by CASS pursuant to this MOU, the County shall compensate CASS in a total amount not to exceed One Hundred and Sixty Five Thousand Dollars (\$165,000.00).

(a) The County shall reimburse CASS for all costs associated with the CASS staff assigned to perform plant pest detection, trapping, quarantine and/or agricultural commodity inspection work. Reimbursement shall be based upon the classification and hourly rate of pay for each employee as set forth in the wage range table attached hereto as Exhibit A which includes employer paid benefits and an eight percent (8%) administration fee. In addition, cellular telephone expenses will be reimbursed at a rate of no more than \$30 per employee per month (Exhibit A attached and incorporated by this reference).

~~(b) The County shall reimburse CASS for all other costs and expenses incurred in connection with the provision of CASS staff assigned to perform plant pest detection, trapping, quarantine and/or eradication and/or agricultural commodity inspection work. This includes all costs and expenses arising out of claims asserted by known or unknown third parties in connection with the performance of this MOU, excepting only those costs and expenses incurred as a result of CASS's sole, active negligence, or willful misconduct.~~

~~(c)~~ (b) CASS shall submit invoices to the County on a bi-weekly basis for all services provided pursuant to this MOU. The County will make payments to CASS for the amount of the invoice within thirty (30) days of receipt.

5. Term and Termination. This MOU shall be effective as of the Effective Date, and shall remain in effect until terminated or on November 30, 2015, whichever is sooner. Either party may terminate this MOU at any time, without cause, by providing thirty (30) days prior written notice to the other party. Upon termination, the Ag Commissioner shall pay CASS for any services performed and for any reimbursable costs incurred as of the date of termination. Upon termination, neither party shall have any further obligations nor responsibilities to the other party, except as expressly set forth in this MOU.

6. Amendments. This MOU may be modified or amended, or any of its provisions waived, only by written agreement executed by both parties.

7. Independent Contractor. CASS, and the agents and employees of CASS, shall act as and be independent contractors and not officers, employees, or agents of the Agricultural Commissioner or Monterey County. CASS has and shall retain the right to exercise full control of the supervision of the services, employment, direction, compensation, and discharge of all persons assisting CASS in the performance of services under this MOU. CASS shall be solely responsible for all matters relating to the payment of its employees, including but not limited to compliance with social security and income tax withholding, workers' compensation insurance, unemployment insurance, and all regulations governing such matters. CASS shall meet the service contract requirements as described in Exhibit B, attached and incorporated by this reference.

8. Indemnity: The County shall defend, indemnify, and hold CASS, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees and litigation expenses), or claims for injury or damages arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss,

expense, or claims for injury or damages are caused by, or result from, the negligent or intentional acts or omissions of the County, and its officers, employees, or agents.

CASS shall defend, indemnify, and hold the County, and its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees and litigation expenses), or claims for injury or damages arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by, or result from, the negligent or intentional acts or omissions of CASS, its officers, employees, or agents.

The County and CASS shall pay all costs that may be incurred by the other party in enforcing this indemnity, including reasonable attorneys' fees and litigation expenses in accordance with Section 10 below. The provisions of this section and of Section 4(c) above shall survive the expiration, termination, or assignment of this MOU.

4(b)



9. Fair Employment. In the performance of this MOU, CASS will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. CASS shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

10. Attorney's Fees. In the event any action is brought by either party to this MOU to enforce this MOU, or for breach of this MOU, or for a declaration of rights and duties of the parties to this MOU, the prevailing party shall recover its cost of suit, litigation expenses, and reasonable attorney's fees incurred in such action from the other party.

11. Notices. Any and all notices, demands, requests, or other matters required by this MOU or by law to be served on, given to, or delivered to either party hereto, by the other party to this MOU, shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed, or in lieu of such personal service, when deposited in the United States mail, postage prepaid, addressed to CASS or the County as provided below:

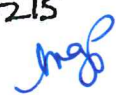
For CASS:

Steve Mauch, Executive Officer
Cooperative Agricultural Support Services Authority
~~444 North 3rd Street, Suite 410~~ 1776 Tribute Road
Sacramento, CA ~~95811~~ Suite 215
95815



For the County:

Eric Lauritzen
Agricultural Commissioner
Monterey County
1428 Abbott Street
Salinas, CA 93901



Either party may change its address for the purpose of notices by giving written notice of such change to the other party as provided above.

12. Ownership of Documents. All personnel notes, reports, documents, and other payroll and expense information produced by CASS in the course of performing services under this MOU shall be the sole property of CASS.

13. Audit, Retention and Inspection of Records. CASS or its designee, and the Ag Commissioner or his or her designee, shall both have the right to review and copy all books, records, computer records, accounts, documentation and any other materials (collectively referred to as "Records") pertaining to this MOU, including any Records in the possession of any subcontractors. Both parties agree to provide any relevant information requested and shall permit access to their premises, upon reasonable notice, during normal business hours, for the purpose of inspecting and copying. CASS and the Ag Commissioner further agree to maintain such Records for a period of three (3) years after the termination of and final payment made pursuant to this MOU.

14. Successors and Assigns. This MOU shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives. The parties shall not transfer or assign this MOU, or any interest therein, without the written consent of the other party. Any such transfer or assignment, whether voluntary, by operation of law, or otherwise, without such written consent, is void and will, at the option of the other party, terminate this MOU.

15. Governing Law and Choice of Forum. This MOU shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this MOU shall be brought in the Superior Court of Monterey County.

16. Integration. This MOU represents the entire understanding of CASS and the Ag Commissioner as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This MOU includes Exhibit "A" Personnel Expenses and Exhibit "B" Service Contract Insurance Requirements which are incorporated by this reference.

17. Waivers: No waiver of any breach of this MOU shall be held to be a waiver of any prior or subsequent breach. The failure of either party, at any time, to enforce the provisions of this MOU or to require performance by the other party of these provisions, shall in no way be construed to be a waiver of such provisions, nor to affect the validity of this MOU or the right of either party to enforce these provisions.

18. Severability. If any term or provision of this MOU, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this MOU, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this MOU shall be valid and shall be enforced to the fullest extent permitted by law, unless the

exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

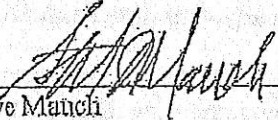
20. Headings. The headings of the various sections of this MOU are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this MOU.

21. Authority. Each person signing this MOU on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this MOU.

22. Counterparts. This MOU may be signed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

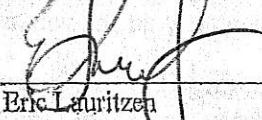
IN WITNESS WHEREOF, this MOU has been executed by the parties hereto as of the Effective Date.

COOPERATIVE AGRICULTURAL
SUPPORT SERVICES AUTHORITY

By: 
Steve Mauch
Executive Officer

1776 Tribute Road, Suite 215
Sacramento, CA 95815

COUNTY OF MONTEREY
AGRICULTURAL DEPARTMENT

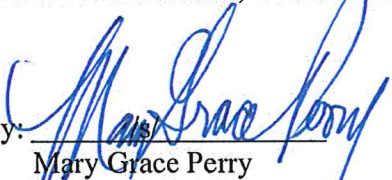
By: 
Eric Lauritzen
Agricultural Commissioner

1428 Abbott Street
Salinas, CA 93901

COUNTY OF MONTEREY
PURCHASING DEPARTMENT

By: _____
Purchasing Agent

APPROVED AS TO FORM ^{LEGALITY}
AS REVISED @ PARA 4 & @
COUNTY OF MONTEREY *PARA. 8.*
CHARLESs McKEE, COUNTY COUNSEL

By: 
Mary Grace Perry
Deputy County Counsel

*subject to
CASS INITIALS
TO REVISIONS @
~~THE~~ PARAGRAPH 4., PAGE 2
& PARAGRAPH 8, PAGE 3.*

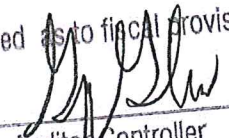
Reviewed as to fiscal provisions

Auditor-Controller
County of Monterey
3/17/15

EXHIBIT A

Personnel Expenses			
	Hourly	Admin Fees	Total
Ag specialist II	Rate	8.0 %	Hourly Expense
Hourly Rate			
Step 1	18.43	1.47	19.90
Hourly Rate			
Step 2	19.46	1.56	21.01
Hourly Rate			
Step 3	20.42	1.63	22.06
Hourly Rate			
Step 4	21.45	1.72	23.17
Hourly Rate			
Step 5	22.10	1.77	23.87

Cellular telephone expense not to exceed
\$30 per month per employee.

SERVICE CONTRACT INSURANCE REQUIREMENTS

- A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.
1. Minimum Coverages (as applicable) – Insurance coverage shall be with limits not less than the following:
 - (a) **Comprehensive General Liability** - \$1,000,000/occurrence and \$2,000,000/aggregate
 - (b) **Automobile Liability** - \$1,000,000/occurrence (general) and \$500,000/occurrence (property) [include coverage for Hired and Non-owned vehicles]
 - (c) **Professional Liability/Malpractice/Errors and Omissions** - \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
 - (d) **Workers' Compensation Statutory Limits/Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)
 2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. (Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.)
 3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers, Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
 4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager.
 6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).
 7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
 8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
 9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.
 10. The insurer shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.
- B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the Director with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C. During the term of this Agreement, Contractor shall furnish the Director with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.