RECOMMENDED ACTION AND JUSTIFICATION:

Authorize the Chairman to sign the Agreement for Agricultural Commissioner Services with Donald O. Cripe. Pursuant to the requirements of the California Department of Food and Agriculture as well as the Business and Profession Code Section 12200, the County is required to provide Agricultural Commissioner and County Sealer of Weights and Measures services. Mariposa County has been contracting with Don Cripe for Agricultural Commissioner services with the permission of Stanislaus County. With the retirement of Don Cripe, Stanislaus County is unable to continue with this same arrangement and it is necessary for the County to determine an alternative means of providing these services.

Don Cripe is familiar with the County, is licensed and qualified to serve as Agricultural Commissioner and County Sealer of Weights and Measures, and has agreed to continue providing his services. This arrangement has been determined to be the most efficient manner and will have the least effect on increasing the County’s current costs for these services.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The County had previously contracted with Don Cripe for Agricultural Commissioner services with the permission of Stanislaus County. Don retired from Stanislaus County in April 2002.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not authorize the Chairman to sign the Agreement with Don Cripe for Agricultural Commissioner services. The County will need to recruit and hire an Agricultural Commissioner/County Sealer of Weights and Measures or contract with another individual who meets the minimum requirements or contract with another County who is willing to provide these services. All of these alternatives will most likely be more expensive and require more staff time.

<table>
<thead>
<tr>
<th>COSTS:</th>
<th>SPECIAL INSTRUCTIONS:</th>
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<tbody>
<tr>
<td>A. Budgeted Current FY $</td>
<td>List the attachments and number the pages consecutively:</td>
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<tr>
<td>B. Total Anticipated Costs $</td>
<td>Agreement</td>
</tr>
<tr>
<td>C. Required Additional Funding $</td>
<td></td>
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<td>D. Internal Transfers $</td>
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SOURCE:

A. 4/5ths Vote Required $

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<th>SOURCE:</th>
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<tr>
<td>A. Unanticipated Revenues $</td>
<td></td>
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<tr>
<td>B. Reserve for Contingencies $</td>
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<tr>
<td>C. Source Description:</td>
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Balance in Reserve for Contingencies, if approved:

CLERKS USE ONLY:

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<td>93-132</td>
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Vote -

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<tr>
<th>Ayes:</th>
<th>Noes:</th>
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Absent: Abstained:

Approved ( ) Denied

( ) Minute Order Attached ( ) No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office

Date:

ATTEST:

MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California

BY:

Deputy

APPLICATION OF OFFICER'S RECOMMENDATION:

This item on agenda as:

Recommended  Not Recommended
For Policy Determination  Submitted with Comment
Returned for Further Action

Comment:

CAO's Initials:  

Action Form Revised 5/92
AGREEMENT

THIS AGREEMENT is executed on the most recent date below written by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Donald O. Cripe, hereinafter referred to as "CRIPE", and is made with reference to the following facts:

WHEREAS, COUNTY does not have an Agricultural Commissioner; and

WHEREAS, CRIPE is licensed and qualified to serve as COUNTY'S Agricultural Commissioner; and

WHEREAS, Food and Agriculture Code Section 2124 and the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code authorize COUNTY to contract with CRIPE for the performance of the duties of Agricultural Commissioner within COUNTY; and

WHEREAS, COUNTY desires to enter into this AGREEMENT with CRIPE for the provision of Agricultural Commissioner services which will meet the minimum requirements of the California Department of Food and Agriculture; and

WHEREAS, those minimum requirements are as follows: plant quarantine and pest detection; nursery and seed regulation; pesticide use enforcement; insect and disease pest management; fruit, vegetable and egg quality control; vertebrate pest management; weed control; apiary regulation; and pest eradication, and

WHEREAS, COUNTY is required, pursuant to Business and Professions Code Section 12200 to provide for the Office of the County Sealer of Weights and Measures and at the present time is unable to fill said office; and

WHEREAS, it is important to the interests of the people of the County of Mariposa and the State of California that weighing and measuring devices be inspected regularly in Mariposa County to ensure their accuracy; and

WHEREAS, CRIPE is eligible and qualified as a Sealer of Weights and Measures by the appropriate officials of the State of California, and is agreeable to render such services on the terms and conditions hereinafter set forth.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the PARTIES as follows:

1. CRIPE agrees to provide Agricultural Commissioner services sufficient to meet the requirements of the California Department of Food and Agriculture.
2. **COUNTY** shall pay **CRIPE** the sum of **FIVE HUNDRED DOLLARS** ($500.00) per month for the services described herein, during the term of this **AGREEMENT**. **CRIPE** shall be paid upon presentation of a claim in a form and manner approved by the Auditor.

3. **COUNTY** shall pay to **CRIPE**, in addition to all other compensation, mileage at the current **COUNTY** rate paid per mile for all necessary and actual miles driven by **CRIPE** in his private automobile in the performance of his duties pursuant to this **AGREEMENT**.

4. **CRIPE** shall not be obligated to devote more than two (2) days per month in the performance of this **AGREEMENT**. The **PARTIES** acknowledge that **CRIPE**'s responsibility is primarily supervisory and administrative and many of the services to be performed by **CRIPE** will not require his physical presence within **COUNTY**.

5. **COUNTY** shall provide at least one (1) Deputy Agricultural Commissioner/Sealer to perform the fieldwork necessary to carry out the agricultural provisions of this **AGREEMENT**. The Deputy Agricultural Commissioner/Sealer shall meet all minimum qualifications for the California Department of Food and Agriculture certification program. **CRIPE** shall supervise, discipline, and if necessary, replace said Deputy Agricultural Commissioner/Sealer and shall provide training as necessary.

6. The County Agricultural Commission Department shall submit a budget to the Mariposa County Board of Supervisors for its approval on an annual basis. The Mariposa County Board of Supervisors shall have fiscal control over the budget for the provisions of services pursuant to this **AGREEMENT**, however, it is expressly agreed by **COUNTY** and **CRIPE** that any budget approved must meet the minimum requirements of the California Department of Food and Agriculture for the provision of the agricultural services to be provided pursuant to this **AGREEMENT**.

7. Before any economic poison or poisons may be used upon privately owned land, **CRIPE** shall request and receive from the owner of the land a written agreement indemnifying and saving harmless **COUNTY** and **CRIPE** from all liability or claim of liability to persons or property on account of the use of economic poison upon the land of such person. In the event any such person shall fail or refuse to sign such agreement, **CRIPE** shall not distribute or allow to be distributed any economic poison or poisons upon the land of such person. **COUNTY** shall defend, indemnify and hold harmless **CRIPE** for any actions resulting from failure to use economic poisons upon the land.

8. **COUNTY** shall not have the right to direct or control **CRIPE** in the performance of his duties pursuant to this **AGREEMENT**. **CRIPE** shall have all rights and privileges legally granted to a County Agricultural Commissioner. **CRIPE** shall have full administrative authority of the services to be performed pursuant to this **AGREEMENT**,
including authority over COUNTY's employees utilized in the provision of said services. Any of the services to be performed by CRIPÉ pursuant to this AGREEMENT may be performed by any legally appointed and qualified deputy(s).

9. CRIPÉ agrees to inspect, test, measure and calibrate any and all equipment, instruments and devices for COUNTY at the request of COUNTY and to provide any and all weights and measures testing and inspection services requested by COUNTY. All requests for such services shall originate through the Mariposa County Board of Supervisors. It is expressly agreed by and between the PARTIES hereto that CRIPÉ is employed by COUNTY hereunder as an independent contractor and CRIPÉ shall not, by virtue of the AGREEMENT, become an "employee" of the County of Mariposa for purposes of being qualified for any benefits of County employment, including, but not limited to; retirement, pension, overtime, etc.

10. The rendition of services under this AGREEMENT in measuring, testing, inspecting and calibrating equipment, instruments and devices and in providing any and all weights and measures inspections and testing services, the standards of performance, and other matters incident to the performance of such services and the control of personnel so employed, shall remain in the discretion of the State Sealer of the State of California. In the event of dispute between the PARTIES as to the extent of the duties and functions to be rendered hereunder or the minimum level or manner of performance of such service, the determination thereof made by the State Sealer shall be final and conclusive.

11. Any persons employed in the performance of the services hereunder shall be duly qualified by the appropriate officials of the State of California.

12. CRIPÉ shall provide a surety bond of at least TEN THOUSAND DOLLARS ($10,000.00) in the manner and form provided by law, and COUNTY shall pay the premium thereon.

13. Costs of all necessary supplies and equipment shall be borne by COUNTY.

14. COUNTY will provide sufficient funds in the Agricultural Commissioner's budget to pay for training which CRIPÉ is required to attend to remain qualified to perform his duties hereunder.

15. This AGREEMENT may not be modified except by a subsequent written agreement signed by the PARTIES.

16. This AGREEMENT shall be effective for four (4) years from date of execution unless sooner terminated by either party hereto.

17. Notwithstanding anything to the contrary contained herein, either PARTY may
terminate this AGREEMENT by giving thirty (30) days written notice to the other.

COUNTY OF MARIPOSA:

[Signature]

ROBERT C. STEWART
Chairman, Board of Supervisors

Date: 5-9-02

CONTRACTOR:

[Signature]

DONALD O. CRIPÉ

Date: 4-16-02

ATTEST:

[Signature]

MARGIE WILLIAMS
Clerk of the Board

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

[Signature]

JEFFREY G. GREEN
County Counsel