



MENDOCINO COUNTY *MEMORANDUM*

Date: September 12, 2017

To: Mendocino County Board of Supervisors

From: Supervisor McCowen

Subject: Agenda Item 5(f) Northern California Construction Training Inc.

On June 20, 2017 the Board considered this issue and referred it back to staff to determine what work had been done after the expiration of the original contract and if there were legal grounds to deny the requested payment amount. Despite Board direction, the Agenda Summary for this item does not address the issue of grounds for denial.

Section 25, Entire Agreement, of the original contract, reads in pertinent part: "This Agreement may not be modified except by a written document signed by both parties."

Section 27, Modification of Agreement, of the original contract, reads in pertinent part: "No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties."

By the plain terms of the contract, upon expiration of the original contract, there was no legal authority to incur additional charges. Further, there is no County policy that would allow any employee at any level to authorize additional charges beyond the original contract amount. Aside from the very questionable performance of the contractor, which provides grounds for denial of some or all of the unauthorized charges, the terms of the contract provide ample grounds for denial of these charges.

If the Board of Supervisors authorizes payment in full of the requested amount, it is tantamount to reaffirming that no contract with the County means what it says it means and no staff member is bound by approved County policy.