



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-1

For the meeting of: July 21, 2015

Date: June 26, 2015
To: Board of Supervisors
From: Jeff M. Dolf, Agricultural Commissioner/Sealer of Weights & Measures
Subject: **RENEWAL OF MEMORANDUM OF UNDERSTANDING WITH DEL NORTE COUNTY DEPARTMENT OF AGRICULTURE TO PROVIDE REGULATORY WEIGHTS AND MEASURES INSPECTION SERVICES**

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve renewal of memoranda of understanding (MOU) between the Humboldt County Department of Agriculture and the Del Norte County Department of Agriculture to provide weights and measures inspection services, and
2. Authorize the Chair to sign one original and one copy of the MOU, and
3. Return both copies of the MOU along with a Board order authorizing execution to the Agricultural Commissioner's Office for final processing and mailing to Del Norte County.

Note: A copy of the MOU will be retained and returned to the Clerk of the Board for filing.

SOURCE OF FUNDING:

Del Norte County in the form of fees for service.

Prepared by [Signature]

CAO Approval [Signature]

REVIEW:	Auditor <u>MSM</u>	County Counsel <u>Sm</u>	Personnel _____	Risk Manager <u>[Signature]</u>	Other _____
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TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
 Upon motion of Supervisor Bass Seconded by Supervisor Lovelace
 Ayes Sundberg, Lovelace, Fennell, Bahn, Bass
 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: July 21, 2015
By: [Signature]
Kathy Hayes, Clerk of the Board

DISCUSSION:

On May 11, 2010, your Board approved an MOU between the Humboldt County Department of Agriculture and the Del Norte Department of Agriculture. The MOU, or service agreement was entered into because Del Norte County lacks the required equipment to test and certify commercial use large capacity scales and petroleum gas dispensers.

All parties agree that the past MOU has worked well and are now requesting their renewal for the next three (3) fiscal years beginning July 1, 2015 and continuing in full force and effect through June 30, 2018, unless any of the parties provide written request to terminate the agreement sooner.

FINANCIAL IMPACT:

There will be no net cost to Humboldt County. The MOU with Del Norte will allocate \$4,800.00 annually to reimburse Humboldt County for providing weights and measures inspection services. The total anticipated revenue from the MOU during fiscal years 2015-16 through 2017-18 is \$14,400.

Humboldt County's Agricultural Commissioner/Sealer will submit invoices to Del Norte County for mileage, equipment, personnel and per diem expenses following completion of the requested weights and measures inspection services and based upon current rates for those services as established in the annual County fee schedule. Revenue received will be credited to Budget Unit 261, account number 1100-611-030 (Weights and Measures Services- Other Counties).

OTHER AGENCY INVOLVEMENT:

County Counsel, Risk Management, and the Del Norte County Department of Agriculture

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Board discretion

ATTACHMENTS:

One original signed 2015-2018 MOU from Del Norte County and one copy, Del Norte County Board Order from June 23 authorizing execution of the 2015-2018 MOU, and 2012-2015 MOU between Humboldt and Del Norte Counties.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF DEL NORTE DEPARTMENT OF AGRICULTURE
AND
THE COUNTY OF HUMBOLDT DEPARTMENT OF AGRICULTURE**

This Memorandum of Understanding is made and entered into this 21st day of July, 2015, between the County of Del Norte, a political subdivision of the State of California (Del Norte), and the County of Humboldt, a political subdivision of the State of California (Humboldt).

PREAMBLE

WHEREAS, Del Norte County has commercial vehicle and livestock scales that require periodic inspections; and

WHEREAS, the County of Del Norte does not have the equipment to properly inspect vehicle and livestock scales and LPG meters; and

WHEREAS, the County of Humboldt does have both the equipment and the staff to inspect said commercial scales and meters; and

WHEREAS, the Humboldt County Sealer of Weights and Measures is willing to provide staff and equipment to perform said inspections in Del Norte County; and

WHEREAS, the Del Norte County Sealer of Weights and Measures is willing to deputize the Humboldt County staff to perform said inspections in Del Norte County.

NOW, THEREFORE the parties agree as follows:

Del Norte:

1. The Sealer of Weights and Measures hereby deputizes licensed Humboldt County staff members to perform weights and measures inspections in Del Norte County.
2. Del Norte will pay, in arrears, invoices presented by Humboldt County for said inspections not to exceed \$4,800.00 (four thousand eight hundred dollars) in any one fiscal year.
3. Invoices shall be paid within 30 days of issuance.
4. Del Norte County will provide annually a list to Humboldt County of the large capacity commercial scales and LPG meters for inspection.

Humboldt:

1. Humboldt County will charge for its services the current rates for equipment rental, inspector salary and benefits and per diem rates as are in effect on dates such costs were incurred. The rates will be based upon the stated rate of the equipment used and the hourly rate for a Humboldt County Senior Inspector and/or a Weights & Measures Inspector II.
2. Humboldt County will provide annually to Del Norte County a schedule of its rates for equipment use, mileage rates, inspector's salaries/benefits and per diem.
3. Humboldt County will present itemized invoices in arrears to the Del Norte County Department of Agriculture.

4. Humboldt County will provide weights and measures personnel licensed by the State of California to perform weights and measures inspections.

The parties agree to the following provisions:

1. The term of this Agreement shall be three (3) fiscal years (FY 2015-16, 2016-17 and 2017-18). It shall commence July 01, 2015 and continue in full force and effect unless either party provides thirty (30) days written notice to the other party of its intent to terminate this Agreement on or before June 30, 2018.
2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.
3. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California.
4. The provisions of this Agreement may not be modified, except by a written instrument signed by both parties.
5. All notices to be given hereunder ("notices") shall be in writing and delivered personally, or sent and delivered by United States mail, certified and postage prepaid, return receipt requested and addressed as follows:

Humboldt's Address for Notice:

Humboldt County
Department of Agriculture
5630 S. Broadway
Eureka, CA 95503

Del Norte's Address for Notice:

Del Norte County
Department of Agriculture
2650 Washington Boulevard
Crescent City, CA 95531

Notice shall be deemed effective upon delivery receipt.

6. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
7. This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns, except as may otherwise be provided herein.
8. No provision of the Agreement or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.
9. Del Norte County certifies by its signature below that Del Norte County is not a Nuclear Weapons Contractor, in that Del Norte County 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 Humboldt County Nuclear Free Ordinance. Del Norte County agrees to notify Humboldt County immediately if it becomes a nuclear weapons contractor, as defined above.

Humboldt County may immediately terminate this Agreement if it determines that the foregoing certification is false or if Del Norte becomes a nuclear weapons contractor.

10. Nothing in this Agreement shall be deemed or construed to create or constitute a partnership or joint venture between the parties hereto, further, neither party is an officer, employee or agent of the other party.
11. Each party to this Agreement shall indemnify, defend and hold harmless the other party hereto and its officers, agents, and employees, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which arise by the virtue of its own willful misconduct and/or negligent acts or omissions (either directly or through or by its officers, agents or employees) in connection with its duties and obligations under this Agreement and any amendments hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

HUMBOLDT COUNTY

By Estelle C. Jennell
 Title Chair of The Board
 Date 7/21/2015

DEL NORTE COUNTY

By Jim Buckles
 Jim Buckles
 Agricultural Commissioner
 Del Norte County
 APPROVED BY: (under \$10,000)

ATTEST:
 Clerk of the Board of Supervisors
 County of Humboldt
 State of California

Jay Sarina
 JAY SARINA
 County Administrative Officer

Clerk

By Jan Marshall

APPROVED AS TO FORM:
 Humboldt County Counsel

APPROVED AS TO FORM:
 Del Norte County Counsel

DATED: 6/29/15

DATED: 6/4/15

By Scott A. Miles

By [Signature]

DATED:

K. Hoffmann, Risk Manager
 Humboldt County Risk Manager



County of Del Norte County
Board of Supervisors
981 "H" Street, Ste. 200
Crescent City, California 95531

Phone
(707) 464-7204

Fax
(707) 464-1165

**BOARD OF SUPERVISORS
COUNTY OF DEL NORTE
STATE OF CALIFORNIA
BOARD ORDER**

The following is a certified copy of a portion of proceedings of the Regular Session meeting, of the Del Norte County Board of Supervisors, held on June 23, 2015.

CONSENT:

7. Approve the Memorandum of Understanding between the County of Del Norte Department of Agriculture and the County of Humboldt Department of Agriculture and authorize the Agricultural Commissioner to sign the Agreement which will be in effect for the next three Fiscal Years as requested by the Agricultural Commissioner.**

Action: Approved

Motion: Move to approve

Move: Chris Howard

Second: Martha McClure

Vote Yea: 5 David Finigan, Chris Howard, Gerry Hemmingsen,
Roger Gitlin, Martha McClure

Vote Nay: 0 None

Vote Abstain: 0 None

I, KYLIE HERIFORD, Clerk of the Board of Supervisors of the County of Del Norte do hereby certify the foregoing to be a full, true and correct copy of the original orders made in the above entitled minutes by said Board of Supervisors at a meeting held in Crescent City, California on June 23, 2015, and the same now appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Board of Supervisors this 23rd day of June 2015.


KYLIE HERIFORD
Clerk of the Board of Supervisors

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF DEL NORTE DEPARTMENT OF AGRICULTURE
AND
THE COUNTY OF HUMBOLDT DEPARTMENT OF AGRICULTURE**

This Memorandum of Understanding is made and entered into this 12 day of June, 2012, between the County of Del Norte, a political subdivision of the State of California (Del Norte), and the County of Humboldt, a political subdivision of the State of California (Humboldt).

PREAMBLE

WHEREAS, Del Norte County has commercial vehicle and livestock scales that require periodic inspections; and
WHEREAS, the County of Del Norte does not have the equipment to properly inspect vehicle and livestock scales and LPG meters; and
WHEREAS, the County of Humboldt does have both the equipment and the staff to inspect said commercial scales and meters; and
WHEREAS, the Humboldt County Sealer of Weights and Measures is willing to provide staff and equipment to perform said inspections in Del Norte County; and
WHEREAS, the Del Norte County Sealer of Weights and Measures is willing to deputize the Humboldt County staff to perform said inspections in Del Norte County.

NOW, THEREFORE the parties agree as follows:

Del Norte:

1. The Sealer of Weights and Measures hereby deputizes licensed Humboldt County staff members to perform weights and measures inspections in Del Norte County.
2. Del Norte will pay, in arrears, invoices presented by Humboldt County for said inspections not to exceed \$4,500.00 (four thousand five hundred dollars) in any one fiscal year.
3. Invoices shall be paid within 30 days of issuance.
4. Del Norte County will provide annually a list to Humboldt County of the large capacity commercial scales and LPG meters for inspection.

Humboldt:

1. Humboldt County will charge for its services the current rates for equipment rental, inspector salary and benefits and per diem rates as are in effect on dates such costs were incurred. The rates will be based upon the stated rate of the equipment used and the hourly rate for a Humboldt County Senior Inspector and/or a Weights & Measures Inspector II.
2. Humboldt County will provide annually to Del Norte County a schedule of its rates for equipment use, mileage rates, inspector's salaries/benefits and per diem.
3. Humboldt County will present itemized invoices in arrears to the Del Norte County Department of Agriculture.

4. Humboldt County will provide weights and measures personnel licensed by the State of California to perform weights and measures inspections.

The parties agree to the following provisions:

1. The term of this Agreement shall be three (3) fiscal years (FY 2012-13, 2013-14 and 2014-15). It shall commence July 01, 2012 and continue in full force and effect unless either party provides thirty (30) days written notice to the other party of its intent to terminate this Agreement on or before June 30, 2015.
2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.
3. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California.
4. The provisions of this Agreement may not be modified, except by a written instrument signed by both parties.
5. All notices to be given hereunder ("notices") shall be in writing and delivered personally, or sent and delivered by United States mail, certified and postage prepaid, return receipt requested and addressed as follows:

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Humboldt County
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Del Norte County
Department of Agriculture
2650 Washington Boulevard
Crescent City, CA 95531

Notice shall be deemed effective upon delivery receipt.

6. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
7. This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns, except as may otherwise be provided herein.
8. No provision of the Agreement or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.
9. Del Norte County certifies by its signature below that Del Norte County is not a Nuclear Weapons Contractor, in that Del Norte County 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 Humboldt County Nuclear Free Ordinance. Del Norte County agrees to notify Humboldt County immediately if it becomes a nuclear weapons contractor, as defined above.

Humboldt County may immediately terminate this agreement if it determines that the foregoing certification is false or if Del Norte becomes a nuclear weapons contractor.

10. Nothing in this Agreement shall be deemed or construed to create or constitute a partnership or joint venture between the parties hereto, further, neither party is an officer, employee or agent of the other party.
11. Each party to this Agreement shall indemnify, defend and hold harmless the other party hereto and its officers, agents, and employees, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which arise by the virtue of its own willful misconduct and/or negligent acts or omissions (either directly or through or by its officers, agents or employees) in connection with its duties and obligations under this Agreement and any amendments hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

HUMBOLDT COUNTY

By Vernice Bass

Title Chair

Date 8/14/12

ATTEST:
Clerk of the Board of Supervisors
County of Humboldt
State of California

By Cathy Demore
Clerk

APPROVED AS TO FORM:

DATED: 7/13/12

Joyce Stigter
Humboldt County Counsel

DATED:

Daniel J. Kelly
Risk Manager

DEL NORTE COUNTY

By Ken Smith
KEN SMITH
Agricultural Commissioner
Del Norte County

APPROVED BY: (under \$10,000)

Jay Sarina
JAY SARINA
County Administrative Officer

APPROVED AS TO FORM:

DATED: 5-24-12

Gretchen Stuhr for:
GRETCHEN STUHR
Del Norte County Counsel

BOARD OF SUPERVISORS

COUNTY OF DEL NORTE

RESOLUTION NO. 12-13

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF HUMBOLDT AND AUTHORIZING THE AGRICULTURAL COMMISSIONER TO SIGN THE MEMORANDUM OF UNDERSTANDING ON BELHALF OF THE COUNTY OF DEL NORTE

WHEREAS, the County of Del Norte desires a Memorandum of Understanding with the County of Humboldt for services and equipment used in the inspection of various specialized weighing and measuring devices, and


WHEREAS, the County Agricultural Commissioner has agreed to fulfill the requirements of this Memorandum of Understanding,

NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Del Norte does hereby approve the Weights and Measures Memorandum of Understanding with the County of Humboldt and authorizes the Agricultural Commissioner to sign the memorandum on behalf of the County of Del Norte.

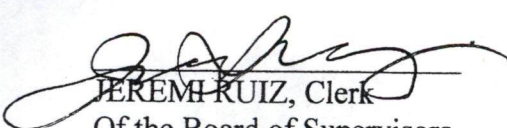
PASSED AND ADOPTED this 12th day of June, 20102 by the following vote:

SUPERVISORS

AYES: Supervisors McClure, McNamer, Finigan, Hemmingsen, Sullivan
NOES: None
ABATAIN None
ABSENT: None


MICHAEL SULLIVAN, CHAIRMAN
Board of Supervisors

ATTEST:


JEREMI RUIZ, Clerk
Of the Board of Supervisors
County of Del Norte
State of California

DATE: 6-12-12

Date: June 12, 2012
I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

Clerk of the Board

By: 