

**INTER-DEPARTMENTAL MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE HUMBOLDT COUNTY
COUNTY ADMINISTRATIVE OFFICE-ECONOMIC DEVELOPMENT DIVISION
AND THE AGRICULTURE DEPARTMENT-AGRICULTURAL COMMISSIONER DIVISION**

This "Inter-Departmental Memorandum of Understanding" (the "MOU"), is entered into, by and between the County of Humboldt's Economic Development Division of the County Administrative Office ("EcDev") and the Agricultural Commissioner Division of the Agricultural Commissioner Division ("AgComm"), and is entered into on the date last signed below for the following consideration:

WHEREAS, EcDev has secured funding through the California Bureau of Cannabis Control's Local Equity Grant Funding for the purpose of supporting Project Trellis's Local Equity Program ("LEP") goals of removing barriers to gaining entry into, and successfully operating in the state's regulated cannabis marketplace by providing assistance to local equity applicants and local equity licensees ("Target Population") in Humboldt County; and

WHEREAS, in accordance to the LEP requirements, EcDev has established specific goals and objectives, including providing members of the Target Population with technical and financial assistance for matters typically handled by AgComm, including Weights and Measures Certification, and Private Applicator Study Guides; and

WHEREAS, EcDev desires to compensate AgComm and reallocate certain of the LEP funds in exchange for AgComm's staff to provide services to meet with and assist the Target Population;

WHEREAS, EcDev and AgComm (the "Parties") desire to enter into this MOU to document the party's rights and responsibilities regarding the administration of specified services as part of EcDev's LEP.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, the Parties agree as follow:

1. RIGHTS AND RESPONSIBILITIES OF PARTIES.

A. EcDev's Rights and Responsibilities:

(1) Communication, Weekly e-mails. EcDev shall send weekly informational e-mails to AgComm containing lists of LEP applicants and licensees approved to receive services from AgComm.

(2) Allocation of LEP Funds. EcDev shall provide AgComm with an amount not to exceed fifty thousand dollars (\$50,000) for the term of this MOU for the purpose of administering and providing the specified services to LEP applicants and licensees. Included in this amount is compensation for AgComm to provide the specified direct services to the Target Population in

order to remove or ease financial barriers of entry into the commercial cannabis marketplace within Humboldt County.

(3) LEP Reporting. EcDev shall provide training up to five (5) hours, upon request, to AgComm staff regarding the reporting and delivery of LEP services in an acceptable format under this MOU.

B. AgComm’s Rights and Responsibilities:

(1) Support Services. AgComm shall provide LEP applicants and licensees of the Target Population with certain specific services, including:

(a) Payment for training and certification by the AgComm’s Office for Weights and Measures and Pesticide Applicators requirements or certification of scales used in cannabis licensed businesses in Humboldt County, on behalf of LEP applicants and licensees.

(2) Project Administration. AgComm shall confirm members of the Target Population are being provided with and receiving the support services specified herein. AgComm staff shall provide the following services to the Target Population:

(a) Costs associated with the certification of scales; and

(b) Training materials for Pesticide Application requirements.

(3) Data Collection and Submission. AgComm shall maintain and provide EcDev with any and all participant-level records necessary for EcDev’s required reporting.

2. **TERM**. This MOU shall begin on July 1, 2022 and remain in full force and effect up to an including June 30, 2023, unless sooner terminated as provided herein.

3. **INVOICES**.

A. AgComm shall invoice EcDev for each month of service by the 25th of the following month by submitting an invoice detailing costs associated with the following:

(1) Annual fees for registration of scales by the AgComm for Weights and Measures; and

(2) Pesticide Applicators requirements or sealing and registration of scales used in cannabis licensed businesses in Humboldt County.

B. EcDev shall have the right to reasonably and in good faith dispute any portion of an invoice amount billed by AgComm within thirty (30) days after the date on the invoice on which the alleged error or problem appeared.

B. Notwithstanding the foregoing, EcDev shall submit to AgComm, prior to the invoice due date, full credit of the undisputed portion of any fees billed by AgComm.

4. COMPENSATION:

A. Maximum Amount Payable. The maximum amount EcDev shall compensate AgComm for services rendered, including costs and expenses incurred, pursuant to the terms of this MOU is fifty thousand dollars (\$50,000) for the twelve (12) month term of this MOU. AgComm agrees to perform all services required in this MOU for this maximum amount. However, if local or state funding or allowance rates are reduced or eliminated, EcDev reserves the right to reduce the maximum amount payable hereunder in proportion to the lost funding or terminate this MOU as provided below.

B. Schedule of Rates. EcDev hereby agrees to the AgComm's specific rates and costs applicable to this MOU which are attached hereto as Exhibit A – Schedule of Rates, and incorporated by reference as though fully set forth herein.

C. Additional Services. Any and all services not otherwise agreed upon in this MOU shall not be performed by AgComm nor compensated by EcDev. Any unauthorized costs and/or expenses incurred or costs and expenses above the authorized amount shall be the responsibility of AgComm.

5. TERMINATION:

A. Termination for Cause. Each party may immediately terminate this MOU, upon written notice if the other party fails to adequately perform the services required hereunder within its obligations hereunder, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.

B. Termination due to Insufficient Funding. EcDev's obligations under this MOU are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, EcDev shall, at its sole discretion, determine whether this MOU shall be terminated. EcDev shall provide AgComm seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.

C. Compensation upon Termination. In the event this MOU is terminated, AgComm shall be entitled to compensation for uncompensated services provided hereunder through and including the effective date of termination. However, this provision shall not limit or reduce any damages owed to EcDev due to a breach of this MOU by AgComm.

6. NOTICES: Any and all notices required to be given pursuant to the terms and conditions of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt sent to the following:

EcDev: Economic Development Division
Peggy Murphy, Economic Development
825 5th Street, Ste 112
Eureka, CA 95501
pmurphy@co.humboldt.ca.us

AgComm: Weylan Shaw, Interim Agricultural Commissioner
5630 S. Broadway
Eureka, CA 95501
wshaw@co.humboldt.ca.us

7. **REPORTS.** AgComm hereby agrees to provide EcDev with any and all reports that may be required by any local, state and/or federal agencies for compliance with this MOU, and shall be sent to the following:

Humboldt County Economic Development Division
Attention: Peggy Murphy, Economic Development Specialist
pmurphy@co.humboldt.ca.us

8. **RECORD RETENTION AND INSPECTION**

A. Maintenance and Preservation of Records. Each party hereby agrees to timely prepare accurate and complete records, documents, and other evidence relating to its performance hereunder, and to maintain and preserve said records for a period of three (3) years after the expiration or termination of this MOU, except that if any audit or other action relative to a record(s) is pending, the record(s) shall be retained until completion and resolution of all issues arising from the action.

B. Inspection of Records. Each party hereby agrees to make all documents related to this MOU available to the other party during normal business hours upon reasonable request, until a period of three (3) years has elapsed from expiration or termination of this MOU.

C. Audit Costs. In the event of an audit exception or exceptions related to the performance of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible and bear the costs associated with that exception of the audit.

9. **CONFIDENTIAL INFORMATION:** Each party hereby acknowledges it may receive confidential information during its performance of this MOU and each party hereby agrees to protect all confidential information in conformance with any applicable laws, regulations, policies, procedures and/or standards.

10. **RELATIONSHIP OF PARTIES:** It is understood that this MOU is by and between two (2) independent divisions of the County of Humboldt and is not intended to, and shall not be construed

to, reassign or transfer any employees from one division to another or change the job responsibilities of the division employees performing the services contemplated hereunder. Any dispute between the Parties shall be resolved by the County Administrative Officer.

11. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

A. Each Party hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this MOU, including, without limitation, any and all applicable laws, regulations and standards pertaining to the Medicaid program.

B. Conflict of Interest Requirements. Each Party hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the County's Conflict of Interest Code, all as may be amended from time to time.

12. PROVISIONS REQUIRED BY LAW. This MOU is subject to additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this MOU. This MOU shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the Parties agree to amend the pertinent section to make such insertion or correction.

13. REFERENCE TO LAWS, REGULATIONS AND STANDARDS. In the event any law, regulation, policy, procedure, standard or contractual obligation referred to herein is amended during the term of this MOU, the Parties agree to comply with the amended provision as of the effective date of such amendment.

14. SEVERABILITY. If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

15. WAIVER OF DEFAULT. The waiver by either party of any breach of this MOU shall not be deemed to be a waiver of any other breach of this MOU. In no event shall any payment by EcDev constitute a waiver of any breach of this MOU which may then exist on the part of AgComm. Nor shall such payment impair or prejudice any remedy available to EcDev with respect to the breach or default. EcDev shall have the right to demand repayment of, and AgComm shall promptly refund, any funds disbursed to AgComm, which EcDev determines were not expended in accordance with the terms and conditions of this MOU.

16. AMENDMENT. This MOU may be amended at any time during the term hereof upon the written consent of both Parties.

17. **STANDARD OF PRACTICE.** Each party warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. AgComm's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

18. **CONFLICTING TERMS OR CONDITIONS.** In the event of any conflict in the terms or conditions set forth in any other agreements in place between the Parties hereto and the terms and conditions set forth in this MOU, the Parties hereby agree the terms and conditions set forth in this MOU shall have priority.

19. **INTERPRETATION.** This MOU, as well as its individual provisions, shall be deemed to have been prepared equally by both of the Parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

20. **INDEPENDENT CONSTRUCTION.** The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this MOU.

21. **FORCE MAJEURE.** Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, third-party strikes or lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

22. **ENTIRE AGREEMENT.** This MOU contains all of the terms and conditions agreed upon by the Parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the Parties hereto. In addition, this MOU shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the Parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.

23. **COUNTERPART EXECUTION.** This MOU, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This MOU, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this MOU, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU and any amendments hereto.

24. **AUTHORITY TO EXECUTE.** Each person executing this MOU represents and warrants that

he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the Parties have entered into this MOU as of the last date written below.

AGRICULTURAL COMMISSIONER DIVISION

By: _____ Date: _____

Name: _____

Title: _____

ECONOMIC DEVELOPMENT DIVISION

By: _____ Date: _____

Name: _____

Title: _____

EXHIBITS:

EXHIBIT A – Schedule of Rates

EXHIBIT A
SCHEDULE OF RATES

AGRICULTURAL COMMISSIONER / SEALER OF WEIGHTS AND MEASURES

Attachments 261A

(Revised 12/18/20)

Schedule of Fees for Testing Commercial and Non-Commercial Weighing and Measuring Devices

I. MAXIMUM ANNUAL COMMERCIAL DEVICE AND BUSINESS LOCATION REGISTRATION FEES

(Beginning May 5, 2021)

<u>Activity</u>	<u>Fee Authority</u>	<u>Local Device Fee</u>	<u>State DMS Fee**</u>	<u>Total Fee per Device</u>	<u>Limited to Maximum***</u>
Business Location Fee*	B & P 12240 (f)(o)	\$100.00			
A. <u>Weighing Devices, Each</u>					
1. Computer / POS Scale	B&P 12240(n)	\$23.00	\$2.20	\$25.20	yes
2. Counter / Spring / Hanging Scale	B&P 12240(t)	\$20.00	\$2.20	\$22.20	yes
3. Counter Class II	B&P 12240(p)	\$50.00	\$2.20	\$52.20	yes
4. Dormant Scale > 10,000 lbs	B&P 12240(h)	\$250.00	\$16.00	\$266.00	
5. Dormant Scale 2,000 - 10,000 lbs	B&P 12240(h)	\$150.00	\$16.00	\$166.00	
6. Livestock Scale > 10,000 lbs	B&P 12240(k)	\$150.00	\$24.00	\$174.00	
7. Livestock Scale < 10,000 lbs	B&P 12240(k)	\$100.00	\$16.00	\$116.00	
8. Monorail Scale	B&P 12240(t)	\$20.00	\$16.00	\$36.00	
9. Platform Scale > 2,000 lbs	B&P 12240(h)	\$150.00	\$16.00	\$166.00	
10. Platform Scale < 2,000 lbs	B&P 12240(h)	\$20.00	\$2.20	\$22.20	yes
11. Truck / Vehicle Scale	B&P 12240(h)	\$200.00	\$12.00	\$212.00	
B. <u>Measuring Devices, Each</u>					
1. Cordage	B&P 12240(l)(t)	\$20.00	\$2.20	\$22.20	
2. Electric	B&P 12240(g){1}(B)	\$3.00	\$0.50	\$3.50	
3. Water	B&P 12240(g){1}(A)	\$2.00	\$0.50	\$2.50	
4. Vapor Meters	B&P 12240(g){1}(C)	\$4.00	\$0.50	\$4.50	
5. Electric Vehicle Fueling Systems	B&P 12240(2)(t)	\$20.00	\$2.20	\$22.20	yes
6. Gas / Diesel Pump	B&P 12240(t)	\$20.00	\$1.10	\$21.10	yes
7. LPG Meter (Truck or Stationary)	B&P 12240 (l){1}	\$185.00	\$16.00	\$201.00	
8. Retail Water Dispenser	B&P 12240(t)	\$20.00	\$2.20	\$22.20	
9. Taxi Meter Odometer	B&P 12240(q)	\$60.00	\$2.20	\$62.20	
10 Wholesale / Vehicle Meter	B&P 12240(m)	\$75.00	\$2.20	\$77.20	yes
c. <u>All other Commercial W/M Devices</u>	B&P 12240(t)	\$20.00	\$2.20	\$22.20	yes

* Several exceptions may apply to the location fee

** Administration fee imposed by the CA Division of Measurement Standards

*** Total fee not to exceed \$1,000

- Business location fees will be waived for seasonal vendors who bring their scales in for testing to the Agricultural Center in conjunction with Certified Producer Certificate.
- Fees and charges related to testing commercial hopper scales are authorized by section 12210.5 of the California Business and Professions Code

"Any county which inspects or tests any weighing or measuring device or instrument used commercially, at the request of the owner or user of such device, when such inspection or testing of the device could legally be performed by a registered repairman, may, if authorized by the County Board of Supervisors, collect from the requesting owner or user thereof a fee."

II. **TESTING OF NON-COMMERCIAL WEIGHING DEVICES**

FEE AUTHORITY: B & P CODE 12210(B)

A. <u>WEIGHING DEVICES, SMALL (each)</u>	
1. Counter Scale Class II and III	\$60.48
2. Spring Scale	\$53.02
3. Computing Scale	\$40.32
4. Prescription Scale	\$40.32
5. Prescription/Jeweler's Weight Set	\$40.32
6. Personal Weigher Scale	\$40.32
7. Platform Scale	\$94.08
8. Meat Beam / Abattoir Scale	\$40.32
9. Dormant Scale (up to 2,000 lbs.)	\$94.08
B. <u>WEIGHING DEVICES, LARGE</u>	
1. Dormant Scale (over 2,000 lbs.)	\$200.00
2. Hopper Tank Scale (See footnotes, Pg 1)	*\$232.00
3. Livestock Scale	Actual Cost of Test
4. Vehicle Scale	Actual Cost of Test

III. **TESTING OF NON-COMMERCIAL MEASURING DEVICES**

A. <u>MEASURING DEVICES (each)</u>	
1. Retail Petroleum Meter	\$20.16
2. Fabric Measuring Device	\$58.24
3. Cordage Measuring Device	\$58.24
4. Wire Measuring Device	\$58.24
5. Vehicle Tank Meter (at Agriculture Dept.)	\$125.06
6. Vehicle Tank Meter (on site)	Actual Cost of Test
7. Wholesale Petroleum Meter (Large)***	\$119.03
8. Wholesale Petroleum Meter (Small)	\$119.03
9. Farm Milk Tank (up to 1,000 gal)	Actual Cost of Test
10. Farm Milk Tank (over 1,000 gal)	Actual Cost of Test
11. Water Meter	\$42.56
12. LPG Truck Meter (at Agriculture Dept.)	\$223.39
13. LPG Truck Meter (on site)	\$203 Plus Mileage
16. Gas Vapor Meter	\$70.73
17. Electric Meter (at Agriculture Dept.)	\$61.24
18. Taxi Meter	\$125.06
19. Odometer	\$125.06
20. Electric Vehicle Fueling System	Actual Cost of Test

***Requires prover

IV. **MISCELLANEOUS FEES**

		<u>Not to Exceed</u>
A.	Inspector Time will be calculated in quarters of an hour (15 minutes) and standby/overtime will be computed at 1.5 times hourly rate	\$74.67/hr and \$112/hr overtime
B.	Provers	\$20.00/hr
C.	Large Weight Truck	\$45.85/engine hr

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(Miscellaneous Fees, Cont'd)

	<u>Not to Exceed</u>
D. Pickup Trucks	Current rate/mile*
F. Special Tests or Services	\$150 Plus
	Inspector Time & Mileage

V. **DEL NORTE / TRINITY COUNTY FEES**

	<u>Not to Exceed</u>
A. Large Weight Truck	\$68.37/engine hr
B. Provers	\$20.00/hr
C. Vapor Meters	\$20.00
D. Pickup Trucks	Current rate/mile*
E. Inspector Time (Senior Weights & Measures Insp.) calculated in quarters of an hour (15 minutes) and standby/overtime will be computed at 1.5 times hourly rate	\$86.25/hr and \$129.38/hr overtime

GENERAL NOTE:

Charges for non-commercial devices are based on state-wide average inspection times as provided by California Division of Measurement Standards x current productive hourly rate.



2022 HUMBOLDT COUNTY SCHEDULE OF FEES AND CHARGES

DEPARTMENT	SERVICE OR CHARGE	2022 Fee
261 Ag. Commission	Pesticide use enforcement:	
	P.C.A. registration	\$10.00
	P.C.A. additional County registrations	\$5.00
	P.C.O. pilot registration	\$10.00
	P.C.O. pilot registration - Additional County	\$5.00
	P.C.O. registration	\$25.00
	Maintenance gardener registration	\$25.00
	Structural pest control business registration:	
	Branch 1	\$25.00
	Branch 2 & 3	\$10.00
	Farmer's Markets:	
	Certified producer's certificate (per certificate)	\$33.70
	Amendment (per certificate)	\$10.00
	Certified market certificate	\$33.70
	Plant Quarantine Certification:	
	Plant export certificates (includes Federal & State Phytosanitary Certificate Fee)	\$48.64
	Quarantine shipment inspection	\$74.67/plus mileage
	State Phytosanitary Certificates	\$42.64
	Certificates of Quarantine Compliance (CQC)	\$5.30
	CDFA State Export Certification Fee	\$5.30
	Weights and Measures	
	State schedule: testing devices and commercial services	See Attachment 261A Agriculture
	Inspecting/testing commercial farm milk tanks	See Attachment 261A Agriculture
	Misc. Agricultural Fees	
	Farm Labor Contractor Registration	\$37.34
	Apiary Registration	\$10.00
	Cannabis Cultivation Site Operation (Base) Inspections (not covered by State agreement) - Industrial Hemp Cultivation Program Registration:	
	Initial Registration for Growers and Seed Breeders (pass through for CDFA)	\$900.00
	Registration Renewal for Growers and Seed Breeders (pass through for CDFA)	\$900.00
	Inspections related to enforcement of sampling, testing and destruction of non-compliant hemp requirements	\$74.67/plus mileage
Inspection Charges: Mileage Charges	57.5 cents/mile	