

**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 D. Pennell
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)

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

Jay Sarina
JAY SARINA
County Administrative Officer

Clerk

By Shea Marshall

APPROVED AS TO FORM:
Humboldt County Counsel

DATED: 6/29/15

By Eric A. Miles

DATED:

Kathryn J. Fisher
Humboldt County Risk Manager

APPROVED AS TO FORM:
Del Norte County Counsel

DATED: 6/4/15
By [Signature]