BOARD OF SUPERVISORS - COUNTY OF MARIPosa

RESOLUTION NO. 74-63

BE IT HEREBY RESOLVED that the Chairman of the Board of Supervisors of the County of Mariposa, HERBERT R. DAVIS, JR., is hereby authorized to execute an Agreement by and between the County of Mariposa and the County of Merced to provide the services of a Sealer of Weights and Measures for the County of Mariposa and to provide training for a Deputy Sealer of Weights and Measures of Mariposa County for the period of the contract, which is one year from the date of it's execution.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa this 25th day of June, 1974, by the following vote:

AYES: Davis, Hurlbert, Long, Moffitt, Richardson

NOES: None

NOT VOTING: None

ABSENT: None

HERBERT R. DAVIS, JR.
Chairman of the Board

ATTEST:

DONNA MATLOCK, Clerk of the Board of Supervisors
AGREEMENT
WEIGHTS AND MEASURES

THIS AGREEMENT, made and entered into this 25th day of June, 1974, by and between the County of Mariposa, hereinafter designated as the First Party; and the County of Merced, hereinafter designated as the Second Party;

WITNESSETH:

WHEREAS, First Party 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, public agencies are authorized to contract with each other for the joint exercise of any common power under Article I, Chapter 5, Provision 7, Title I of the Government Code of the State of California; Sections 6500-6514, and;

WHEREAS, it is important to the interests of the people of the County of Mariposa and State of California that weighing and measuring devices be inspected regularly so as to insure their accuracy.

NOW, therefore, it is agreed as follows:

1. The Second Party agrees to provide the services of the Sealer of Weights and Measures within the boundaries of the County of Mariposa for the purpose of inspecting weighing and measuring devices in use serving the public within said County of Mariposa in the same manner as said services are provided in the County of Merced upon the following conditions:
a. That the Sealer of Weights and Measures of Merced County will be compensated in that pro rated share of his salary which he receives for providing said services within the County of Merced.

b. Further, that said pro rated share of said salary be reimbursed to the County Treasurer, County of Merced, within thirty (30) days after said services are provided.

c. Further, a Deputy Sealer of Weights and Measures of Mariposa County shall be under the functional supervision of said Director of Weights and Measures during the period of this contract.

d. Further, the Sealer of Weights and Measures of Merced County will provide to said Deputy training so as to enable him to assume this position upon termination of his contract.

e. First Party agrees that it will require all wholesale and retail establishments which serve the public within the boundaries of Mariposa County to submit to such inspection and to comply with any State of California or County of Mariposa or other law, rule, regulation, or order which may result from this inspection of weighing and measuring devices, as aforesaid.

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f. This Agreement shall continue from the date of its execution for a period of one (1) year; and may be terminated by either party upon written notice within thirty (30) days.

FIRST PARTY:  

COUNTY OF MARIPOSA:

By HERBERT R. DAVIS, JR.
HERBERT R. DAVIS, JR., Chairman
Board of Supervisors

SECOND PARTY:  

COUNTY OF MERCED:

By ALBERT E. GOMAN
ALBERT E. GOMAN, Chairman
Board of Supervisors