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3 BOARD OF SUPERVISORS - COUNTY OF MARIPOSA

4 RESOLUTION NO. 74-63

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

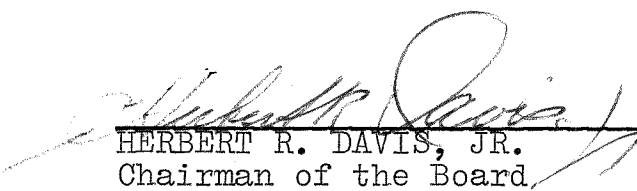
14 PASSED AND ADOPTED by the Board of Supervisors of the County
15 of Mariposa this 25th day of June, 1974, by the following vote:

16 AYES: Davis, Hurlbert, Long, Moffitt, Richardson


17 NOES: None

18 NOT VOTING: None

19 ABSENT: None

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21 
HERBERT R. DAVIS, JR.
22 Chairman of the Board

23 ATTEST:

24 
DONNA MATLOCK, Clerk of the Board
25 of Supervisors
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A G R E E M E N T

WEIGHTS AND MEASURES

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

8 WITNESSETH:

9 WHEREAS, First Party is required pursuant to Business and
10 Professions Code Section 12200 to provide for the Office of the
11 County Sealer of Weights and Measures and at the present time is
12 unable to fill said office, and;

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

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

21 NOW, therefore, it is agreed as follows:

- 22 1. The Second Party agrees to provide the services of
23 the Sealer of Weights and Measures within the
24 boundaries of the County of Mariposa for the purpose
25 of inspecting weighing and measuring devices in use
26 serving the public within said County of Mariposa in
27 the same manner as said services are provided in the
28 County of Merced upon the following conditions:

1 a. That the Sealer of Weights and Measures of
2 Merced County will be compensated in that pro rated
3 share of his salary which he receives for providing
4 said services within the County of Merced.

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

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

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16 d. Further, the Sealer of Weights and Measures of
17 Merced County will provide to said Deputy training so
18 as to enable him to assume this position upon termina-
19 tion of his contract.

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21 e. First Party agrees that it will require all whole-
22 sale and retail establishments which serve the public
23 within the boundaries of Mariposa County to submit to
24 such inspection and to comply with any State of
25 California or County of Mariposa or other law, rule,
26 regulation, or order which may result from this inspec-
27 tion of weighing and measuring devices, as aforesaid.

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f. This Agreement shall continue from the date of
it's 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