


MARIPOSA COUNTY RESOLUTION NO. 83-351


BE IT HEREBY RESOLVED by the Board of Supervisors of Mariposa County, a political subdivision of the State of California, that the Board of Supervisors hereby approved the following document, and Chairman, ERIC J. ERICKSON, is hereby authorized to sign same:  
Weights and Measures Agreement as amended

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 13th day of December, 1983, by the following vote:


AYES: Barrick, Erickson, Moffitt, Taber  
NOES: None  
ABSENT: Dalton  
ABSTAINED: None

  
ERIC J. ERICKSON, Chairman  
Mariposa County Board of Supervisors

ATTEST:

  
LYNN ROBINSON, Acting County Clerk &  
Ex Officio Clerk of the Board

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
JEFFREY G. GREEN  
County Counsel

WEIGHTS AND MEASURES AGREEMENT

This AGREEMENT is made and entered into on the date or dates last below written, by and between the County of Mariposa, (hereinafter referred to as MARIPOSA) and Dan Riley, (hereinafter referred to as RILEY).

WHEREAS, MARIPOSA is required, pursuant to Business and Professions Code §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, it is important to the interests of the people of the County of Mariposa and the State of California that weighting and measuring devices be inspected regularly in Mariposa County to ensure their accuracy; and

WHEREAS, RILEY is eligible and qualified as a Sealer of Weights and Measures by the appropriate officials of the State of California, and is agreeable to render such services on the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. RILEY agrees to inspect, test, measure and calibrate any and all equipment, instruments and devices for MARIPOSA at the request of MARIPOSA and to provide any and all weights and measures

## WEIGHTS AND MEASURES AGREEMENT

testing and inspection services requested by MARIPOSA. All requests for such services shall originate through the Mariposa County Board of Supervisors. It is expressly agreed by and between the parties hereto that RILEY is employed by MARIPOSA hereunder as an independent contractor and RILEY shall not, by virtue of the AGREEMENT, become an "employee" of the County of Mariposa for purposes of being qualified for any benefits of County employment, including, but not limited to; retirement, pension, overtime, etc.

2. MARIPOSA agrees to compensate RILEY for services rendered under this AGREEMENT at an hourly, rental, and mileage rate as contained in Exhibit 1 attached hereto and expressly incorporated herein by reference.

3. The rendition of services under this AGREEMENT in measuring, testing, inspecting and calibrating equipment, instruments and devices and in providing any and all weights and measures inspections and testing services, the standards of performance, and other matters incident to the performance, of such services and the control of personnel so employed, shall remain in the discretion of the State Sealer of the State of California. In the event of dispute between the parties as to the extent of the duties and functions to be rendered hereunder or the minimum level or manner of performance of such service, the determination thereof made by the State Sealer shall be final and conclusive.

WEIGHTS AND MEASURES  
AGREEMENT

4. In performing the services hereunder, RILEY will furnish and supply all labor, supervision, equipment, communication facilities and supplies necessary to maintain the level of service to be rendered herein, including but not limited to, qualified personnel to act in RILEY'S absence, at the same rates as described on Exhibit 1.

5. Any persons employed in the performance of the services hereunder shall be duly qualified by the appropriate officials of the State of California.

6. RILEY shall hold MARIPOSA, its officers and employes harmless and indemnify and defend MARIPOSA, its officers and employees against the direct payment of any and all costs and expenses, claims, suits and liability for bodily or personal injury to or death of any person or for any injury to or loss of any property resulting from or arising out of or in any way connected with any negligent or wrongful acts or omissions of RILEY, or his employees in performing or failing to perform any work, services or functions under this AGREEMENT.

7. This AGREEMENT shall become effective on the date or dates last written below, and shall continue in full force and effect until terminated either by RILEY or MARIPOSA. Such termination to be effective upon the giving of thirty (30) days prior written notice of such termination. MARIPOSA shall be entitled to terminate this AGREEMENT immediately upon receiving notification that RILEY is no longer eligible by the State of California to perform his duties hereunder.

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8. The parties reserve the right to modify this AGREEMENT at any time by mutual written agreement.

IN WITNESS WHEREOF, RILEY as an individual, and MARIPOSA COUNTY, by order of its Board of Supervisors, cause this AGREEMENT to be subscribed.

CONTRACTOR:

Date: \_\_\_\_\_

By: \_\_\_\_\_  
DAN RILEY, Contractor

COUNTY OF MARIPOSA:

Date: DEC 15 1983

By: \_\_\_\_\_  
ERIC J. ERICKSON, Chairman  
Board of Supervisors

ATTEST:

\_\_\_\_\_  
LYNNE ROBINSON, Acting County Clerk and  
Ex Officio Clerk of the Board

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
JEFFREY G. GREEN, County Counsel

## MARIPOSA COUNTY WEIGHTS AND MEASURES

## 1983/1984 Budget Proposal

My proposal is divided into 3 areas and is based on the maximum amount of Weights and Measures coverage that may be necessary for the coming year. As in the past, the work will be done on weekends or at the convenience of Mariposa County.

1. <u>WAGES:</u>	\$1,430.40
20-8 hour days=160 hours @ \$8.94 per hour	
2. <u>MILEAGE:</u>	560.00
2,000 miles x \$.28 per mile	
3. <u>EQUIPMENT RENTAL:</u>	1,500.00
To provide equipment necessary for testing meters used by LPG and Petroleum Distributors	
TOTAL	\$3,490.40

## DEPARTMENT OF FOOD AND AGRICULTURE

28 Civic Center Plaza, #880  
Santa Ana, California 92701



December 2, 1983

Mr. Eric J. Erickson, Chairman  
Mariposa County Board of Supervisors  
Courthouse, P.O. Box 1966  
Mariposa, California 95338

Dear Eric

The proposed agreement between Mariposa County and Dan Riley for the services of Sealer of Weights and Measures has been reviewed by our staff. It appears to provide for a minimum of enforcement activities as required by the Business and Professions Code and administrative directives of the State Sealer.

In consideration of the inability of Mariposa County to provide otherwise for these services at this time, within their current budget limitations, this arrangement will be acceptable, on an interim basis, for the current fiscal year, or until a more appropriate and permanent employment can be provided. Dan does possess state certification and is very well experienced for this position.

Lacking in the proposal that I have seen are provisions for compensating the "sealer" for those administrative functions he is required to perform - i.e., record keeping, submission of reports to the State Sealer, correspondence, legal action preparation, counseling with the Board, participation in meetings with the Association of Weights and Measures officials, etc. I understand that requests for testing and complaints will be received by your office, in the Courthouse, and referred to Dan.

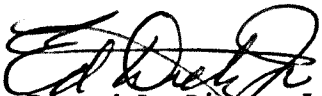
I have discussed this proposal with the State Sealer, Ezio Delfino, and the Merced County Sealer, Michael Tanner, for whom Dan works as an assistant. Both are agreeable to the arrangement on a temporary basis. Each one has pertinent responsibilities affected by this agreement and must be satisfied with its operation.

Mr. Eric J. Erickson - 2

December 2, 1983

Eric, would you please send me a copy of the final, signed agreement or contract, a copy of the action by the Board of Supervisors on the agreement, and a copy of any operational plan that you and Dan prepare. Thank you for keeping me informed.

Sincerely



Edward L. Dierz, Jr.  
Regional Coordinator  
(714) 558-4196

cc Dan Riley  
Ezio Delfino  
Michael Tanner  
Clare Berryhill/G. Gomes  
Richard DeVol  
John Taylor  
Jeffrey Green