



County of El Dorado

330 Fair Lane, Building A
Placerville, California
530 621-5390
FAX 622-3645
www.edcgov.us/bos/

Master Report

File Number: 09-0283

| | | |
|--|---------------------------|-----------------------------------|
| *File ID #: 09-0283 | Agenda Agreement Type: | Status: Approved |
| Version: 1 | Reference: | Gov Body: Board of Supervisors |
| Department: Agriculture Department | | Created: 02/27/2009 |
| Agenda Title: Agriculture 03/10/09 Weight Truck Contribution | | Final Action: 03/10/2009 |

Title: Agriculture, Weights and Measures Department recommending Chairman be authorized to sign an Agreement with the County of Placer in the amount of \$20,000 to participate in making a one time contribution for the joint purchase of a new weight truck to be used by the Counties of Placer, El Dorado and Amador; and recommending Budget Transfer 29088 for same.
RECOMMENDED ACTION: Approve.

FUNDING: General Fund included in Fiscal Year 200820-09 budget.

Notes:

Agenda Date: 03/10/2009

Agenda Number:

Sponsors:

::

Attachments: 09-0283 ATTACH.A BLUE ROUTE.pdf, 09-0283 ATTACH B AGREEMENT.pdf, 09-0283 ATTACH.C BT 29088.pdf, 09-0283 ATTACH.D LTR.pdf

::

::

::

Contact: Myrna Tow x6647

::

Related Files:

Approval History

| Version | Seq # | Action Date | Approver | Action | Due Date |
|-----------------------|-------|-------------|--------------------|-----------|----------|
| 1 | 1 | 3/2/2009 | Bill Stephens | Approved | 3/5/2009 |
| 1 | 2 | 3/2/2009 | Agenda Coordinator | Delegated | 3/5/2009 |
| 1 | 3 | 3/3/2009 | Laura Schwartz | Delegated | 3/5/2009 |
| 1 | 4 | 3/3/2009 | Mike Applegarth | Approved | 3/6/2009 |
| Notes: Consent | | | | | |
| 1 | 5 | 3/3/2009 | Gayle Erbe-Hamlin | Approved | 3/6/2009 |

History of Legislative File

| Ver- sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|--|----------------------|------------|----------|----------|-----------|--------------|---------|
| 1 | Board of Supervisors | 03/10/2009 | Approved | | | | Pass |
| Action Text: This matter was Approved on the consent calendar Yes: 5 - Supervisor Knight, Supervisor Sweeney, Supervisor Nutting, Briggs and Santiago | | | | | | | |

5

Text of Legislative File 09-0283

Agriculture, Weights and Measures Department recommending Chairman be authorized to sign an Agreement with the County of Placer in the amount of \$20,000 to participate in making a one time contribution for the joint purchase of a new weight truck to be used by the Counties of Placer, El Dorado and Amador; and recommending Budget Transfer 29088 for same.

RECOMMENDED ACTION: Approve.

FUNDING: General Fund included in Fiscal Year 200820-09 budget.

Fiscal Impact/Change to Net County Cost: No change to net County cost. Funding is included in the Departments budget for repairs to exiting weight truck to retrofit the Diesel Particulate Trap.

Background: The Department currently uses a 1990 International Medium Capacity Weight Truck that is mandated by California Air Resources Board Regulations to be retrofitted with a Diesel Particulate Trap prior to December 2009. Preliminary estimates for the kit with installation by A to Z Services (Contracted through Department of Transportation) will cost the Department \$21,488 (\$20,000 has been budgeted). The age, rapid decline in value and high cost of maintenance each year coupled with the additional cost of the mandated particulate trap makes it extremely difficult to justify the overall expenditure by the Department on a vehicle that will require replacement in the very near future. The total amount of inspections we are mandated to perform does not justify the purchase of a new Medium Capacity Weight Truck solely for our use.

Reason for Recommendation: The Department currently has rental agreements with Placer County and Amador County which allows both counties to use our medium capacity weight truck, equipped with hoist, motorized weight cart, and (10) 1,000 pound certified weights. Each county currently uses the weight truck an average of four to six weeks per year for the specialized testing/inspecting of commercially used vehicle, winery, livestock and large capacity shipping and receiving scales.

Placer County's Board of Supervisors has approved partial funding for the purchase of a new weight truck by their Department of Agriculture, Weights and Measures. Enough funding for the new weight truck will be available with the additional El Dorado County

contribution of \$20,000. To complete the functionality of the new truck without additional expense, the use of our (14) 1000 lb certified weights and motorized weight cart will be included in the agreement. The participating counties will enter into a Memorandum of Understanding to allow the use of the new weight truck whenever necessary each year.

Action to be taken following Board approval:

1. Chairman to sign two (2) Agreements and return to Department.
2. Department will distribute Agreement to Placer County for signatures and upon completion
will return one fully executed Agreement to the Board Clerks office.
3. Board Chairman will sign Budget Transfer to reallocate Appropriations in Contributions to
Non-Governmental Agencies from Maintenance Vehicle and forwarded to the Auditor
Controllers Office for posting to FY 08/09 Budget.

Contact: Myrna Tow x6647

Concurrences: County Counsel, Chief Administrative Office & Risk Management .

CONTRACT ROUTING SHEET

Date Prepared: 02/24/2009

Need Date: 03/11/2009 *earliest date possible*

PROCESSING DEPARTMENT:

Department: Agriculture
Dept. Contact: Myrna Tow
Phone #: 6647
Department Head Signature: *William J. Stephans*
William J. Stephans

CONTRACTOR:

Name: EDC Dept of Agriculture
Address: 311 Fair Lane
Placerville, CA 95667
Phone: (530) 621-6647

RECEIVED
PLACER COUNTY COMSIST
FEB 24 2009

CONTRACTING DEPARTMENT: Placer County Department of Agriculture

Service Requested: Agreement/share Weight Truck/one time contribution of \$20,000/use of EDC 15-1,000lb weights and gasoline mover

Contract Term: Year to Year 180 months Contract/Amendment Value: \$20,000.00

Compliance with Human Resources requirements? Yes: No:

Compliance verified by: n/a

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: Date: 2/25/09 By: *PJO*
Approved: Disapproved: Date: _____ By: _____
see notes

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: Date: _____ By: _____
Approved: Disapproved: Date: 2/27/09 By: *[Signature]*

RECEIVED
HUMAN RESOURCES DEPT
09 FEB 25 PM 3:53

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments:
Approved: Disapproved: Date: _____ By: _____
Approved: Disapproved: Date: _____ By: _____

Please note - New agreement, with changes 2/24/09. Back up includes original markup and changes track. Thanks Ag

AGREEMENT FOR USE OF WEIGHT TRUCK AND WEIGHT STANDARDS

THIS AGREEMENT made and entered into this 10th day of March, 2009, by and between the County of Placer, hereinafter referred to as "Placer", and the County of El Dorado, hereinafter referred to as "El Dorado", both political subdivisions of the State of California.

WITNESSETH

WHEREAS, Placer and El Dorado each have responsibilities under the Business and Professions Code to inspect, try, and test all weighing and measuring devices used for commercial purposes, and each jurisdiction has the need for the use of a heavy weight truck and weight standards from time-to-time to fulfill said responsibilities, and

WHEREAS, in order to most efficiently utilize their limited economic resources, Placer and El Dorado desire to jointly share the use of a heavy weight truck, weight standards and weight cart, and

WHEREAS, El Dorado currently owns weight standards and a weight cart, and Placer is willing to purchase a weight truck ,

NOW, THEREFORE, Placer and El Dorado, in consideration of the mutual covenants herein set forth herein, agree as follows:

1. Purchase of Weight Truck by Placer. Placer agrees to purchase a 26,000 LB GVWR, 2wd flatbed weight truck, including crane and tool boxes, (the "Weight Truck") suitable for use by the Sealer of Weights and Measures of each jurisdiction in undertaking each party's respective responsibilities to test and inspect commercial vehicle, winery, livestock and other large capacity shipping and receiving scales in their counties. El Dorado agrees to provide to Placer the sum of Twenty-Thousand Dollars (\$20,000) to be utilized by Placer solely towards the purchase price of the Weight Truck, which is estimated to have a total cost of One Hundred-Thousand Dollars (\$100,000). El Dorado shall provide the funds upon request of Placer, and Placer shall provide El Dorado with such reasonable assurances as El Dorado may require to substantiate the use of the funds towards the purchase of the Weight Truck.
2. Joint Use of Weight Truck. Placer shall take possession of and hold title to the Weight Truck. Placer agrees that El Dorado shall be entitled to utilize the Weight Truck upon reasonable prior notice to Placer at no additional cost to El Dorado, except as set forth herein for maintenance and repair. The jurisdictions agree to communicate on a regular basis to coordinate usage of the Weight Truck. The Weight Truck shall be garaged by Placer and El Dorado shall take possession from and return possession to Placer at the location designated by Placer. Each jurisdiction shall be responsible for ensuring that the Weight Truck is filled with fuel after use, and that only properly licensed and trained employees of each jurisdiction shall be allowed to operate the Weight Truck. Placer shall be responsible for performing the State required weight truck calibration each year. Placer and El Dorado acknowledge that it will reduce the costs to each jurisdiction if the Weight Truck were to be leased to other jurisdictions and agree to jointly pursue such third-jurisdiction leasing opportunities based upon terms and conditions similar to those set forth herein. Any revenues derived from

leasing the Weight Truck shall be paid to Placer County and placed into a fund to be used solely for costs associated with the Weight Truck. This fund shall be established and maintained by Placer County.

3. Joint Use of Weight Standards and Weight Cart. El Dorado currently owns fourteen (14) 1,000 pound certified weight standards and a motorized weight cart, which equipment is utilized in conjunction with the Weight Truck. El Dorado shall retain ownership of this equipment, but Placer shall be granted possession of them to be kept for use with the Weight Truck. Each jurisdiction that uses or leases the Weight Truck shall bear the responsibility for any damage to the certified weight standards sustained when using the standards. Each jurisdiction that uses or leases the Weight Truck shall bear the costs of any non-routine repairs necessitated while the Weight Cart is in the custody of that jurisdiction, whether caused by third-party accident or operator negligence; provided, however, the costs of major mechanical repairs necessitated by failure as a result of ordinary wear and tear, and not due to the negligence or willful act of the operator, shall be borne by each jurisdiction in accordance with their agreed-upon allocation of routine maintenance and service.
4. Responsibility for Costs of Maintenance and Repair. Each jurisdiction shall be responsible for paying their own regular and normal operational costs during their own time of possession and usage of the Weight Truck, such as fuel and oil. Placer shall be responsible for performing routine maintenance and service of the Weight Truck and weight cart; provided, however, no later than February 1st of each year, the parties shall meet and agree upon a proposed allocation of the anticipated costs therefore based upon their estimated proportional usage of the Weight Truck in the upcoming twelve months based upon a per-mile or other basis as determined equitable by the jurisdictions, and at the same time shall review and resolve the responsibility for any discrepancy from the estimate for the previous twelve month period, if any. El Dorado shall pay Placer its agreed-upon share of the estimated maintenance costs upon request of Placer within Forty-Five (45) days of receipt of written invoice. Each jurisdiction that uses or leases the Weight Truck shall bear the costs of any non-routine major repairs necessitated while the Weight Truck is in the custody of that jurisdiction, whether caused by third-party accident or operator negligence; provided, however, the costs of major mechanical repairs necessitated by failure as a result of ordinary wear and tear, and not due to the negligence or willful act of the operator, shall be borne by each jurisdiction in accordance with their agreed-upon allocation of routine maintenance and service.
5. Term of Agreement. It is the intent of the jurisdictions to continue to jointly utilize the Weight Truck for the full extent of its useful working term, which is estimated to be One Hundred and Eighty (180) months. This Agreement shall continue in force and effect from year to year; provided, however, either party may terminate this Agreement upon twelve (12) months prior written notice. Within sixty (60) days of receipt of any such notice, the jurisdictions shall meet to discuss the cause of the termination and if the jurisdiction seeking termination does not rescind its notice, to allocate responsibility for the costs, if any, which may result from the termination. Upon termination, Placer shall retain ownership and possession of the Weight Truck and El Dorado shall be entitled to full possession of the weight standards and weight cart, as well as a portion of the original Twenty-Thousand Dollar (\$20,000) contribution, which shall be adjusted for depreciation on a quarterly basis throughout the useful working term of the Weight Truck.

6. Hold Harmless and Indemnification. Each jurisdiction shall hold harmless, defend, and indemnify the other jurisdiction from any and all claims, damages, losses or expenses of any nature, whether to person or property, and including attorney fees, arising out of that jurisdiction's possession or usage of the Weight Truck, weight standards and/or weight cart, caused in whole or in part by any negligent or willful act or omission of that jurisdiction, or anyone directly or indirectly employed by that jurisdiction.
7. Insurance. Each jurisdiction (Placer or El Dorado, as the case may be) shall be fully self-insured with the following coverage, and if not so fully self-insured, then shall keep in full force and effect concurrently herewith, for the benefit of the other jurisdiction (El Dorado or Placer, as the case may be), insurance coverage in companies with a Best's Rating of no less than A:VII:

WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to Placer/El Dorado."

Each jurisdiction shall require all contractors to maintain adequate Workers' Compensation insurance.

GENERAL LIABILITY INSURANCE:

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Placer/El Dorado, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 - (1) Products and completed operations;
 - (2) Contractual liability insuring the obligations assumed by Placer/El Dorado under this Agreement; and
 - (3) Broad form property damage (including completed operations)

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to Placer/El Dorado's work under this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If Placer/El Dorado carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- One million dollars (\$1,000,000) aggregate

D. If Placer/El Dorado carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products Completed Operations
 - One million dollars (\$1,000,000) General Aggregate
- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

Neither jurisdiction shall provide a Commercial General Liability (Claims Made) policy without the express prior written consent of the other, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - One million dollars (\$1,000,000) General Aggregate

- (2) The insurance coverage provided by each jurisdiction shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "Placer/El Dorado, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided, including any excess liability or umbrella form coverage, is primary coverage with respect to any insurance or self-insurance programs maintained by the jurisdiction and no insurance held or owned by the jurisdiction shall be called upon to contribute to a loss."
- C. "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the other jurisdiction."

AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

8. Notice. All notices, and approvals or demands of any kind required or desired to be given by one jurisdiction to the other shall be in writing and shall be deemed served or given upon delivery if personally delivered or faxed, or, if mailed, forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid to the addresses shown below.

Placer County: Agricultural Commissioner, Sealer of Weights & Measures
11477 E Avenue
Auburn, California 95603
Fax: (530) 823-1698

El Dorado County: Agricultural Commissioner, Sealer of Weights & Measures
311 Fair Lane
Placerville, CA 95667-4197
Fax: (530) 626-4756

9. Entire Agreement. This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties concerning the subject matter

addressed herein, and supersedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

10. Construction and Interpretation. It is agreed and acknowledged by the parties that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.
11. Successors and Assigns. Neither party shall assign the obligations of this Agreement in whole or in part to any other public entity, individual, firm or corporation without the prior written consent of the other party. Subject to the provisions of the preceding sentence, if assigned, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the parties hereto.
12. Authority to Execute Agreement. Each party represents that it has the legal authority to enter into this Agreement and to perform its obligations hereunder.

IN WITNESS WHEREOF, the parties have hereunto set their hands the year and date written below.

EL DORADO COUNTY

PLACER COUNTY

BY: 

Ron Briggs
Chairman, Board of Supervisors

BY: 

Christine Turner
Agricultural Commissioner,
Sealer of Weights & Measures

Dated: 3/10/09

Dated: March 13, 2009

ATTEST:

ATTEST:

BY: 

Suzanne Allen de Sanchez
Clerk of the Board

BY: 

ANN HOLMAN
Clerk of the Board

APPROVED AS TO FORM:

BY: 

County Counsel

| AUDITOR / CONTROLLER'S USE | |
|----------------------------|-------|
| TRANSFER # | 29088 |
| DATE | |
| CODE BY | |

EL DORADO COUNTY APPROPRIATION TRANSFER (29130 GOV. CODE)
BUDGET TRANSFER REQUEST #1

| TO BE COMPLETED BY THE DEPARTMENT | |
|-----------------------------------|----------|
| DOCUMENT TOTAL | 40,000 ✓ |
| NUMBER OF LINES | 2 ✓ |
| TRANSACTION CODE TOTAL* | 02823 ✓ |

AGRICULTURE, WEIGHTS & MEASURES
DEPARTMENT OR AGENCY NAME

2/26/2009
DATE

Bill Stephens
 Bill Stephens x5522
DEPARTMENT AUTHORIZATION SIGNATURE AND PHONE NUMBER

PAGE 1 OF 1

COMPLETE THE INFORMATION BELOW WITH JUSTIFICATION NARRATIVE OR ATTACH A MEMO.
 REMOVE THE GOLD COPY AND SUBMIT COMPLETE REQUEST TO THE AUDITOR / CONTROLLER'S OFFICE. *BOS 3/10/09*
 A BUDGET TRANSFER MUST BE AT LEAST TWO LINES, NOT EXCEED TWENTY-SIX LINES AND USE AN "ODD AND EVEN" NUMBERED TRANSACTION CODE*
 * 002 = INCREASE ESTIMATED REVENUE * 011 = INCREASE IN APPROPRIATION / BOS APPROVED
 * 003 = DECREASE ESTIMATED REVENUE * 012 = DECREASE IN APPROPRIATION / BOS APPROVED

| S F X | TRANS CODE NO.* | INDEX CODE NUMBER | SUB OBJECT NUMBER | USER CODE NUMBER | AMOUNT | DESCRIPTION (50 CHARACTERS MAX.) |
|-------------|--------------------|----------------------|----------------------|---------------------|----------|--|
| 1 | 014612 | 263100 ✓ | 4162 ✓ | | 20,000 ✓ | <i>FY 08/09 Bud Rev</i> BUDGET REALLOCATION TO INCREASE APPROPRIATIONS IN |
| 2 | 015011 | 263100 ✓ | 5240 ✓ | | 20,000 ✓ | CONTRIBUTIONS TO NON-COUNTY GOVERNMENTAL AGENCIES FROM |
| 3 | | | | | | MAINTENANCE VEHICLES AND HEAVY EQUIPMENT FOR WEIGHT TRUCK |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | FY 08/09 BUD REV EXP S/O CHANGE ✓ |
| 7 | | | | | | |
| 8 | | | | | | |
| 9 | | | | | | |
| 10 | | | | | | |
| 11 | | | | | | <i>Legislative # 09-0283 3/10/09</i> |
| 12 | | | | | | |
| 13 | | | | | | |

REVIEWED FOR FORMAT BY *Joe Harn* DATE *2/27/09*
 JOE HARN, C.P.A. AUDITOR / CONTROLLER
 APPROVED AND SO ORDERED THAT THE ABOVE TRANSFERS BE MADE (AS REQUESTED OR AMENDED) AND INCORPORATED IN THE MINUTES OF THIS MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

CHIEF ADMINISTRATIVE OFFICE - ANALYST _____ DATE _____ SIGNATURE: CHAIRMAN, BOARD OF SUPERVISORS _____ DATE _____

CHIEF ADMINISTRATIVE OFFICE _____ DATE _____ ATTEST: CLERK, BOARD OF SUPERVISORS _____

S:\APPROPRIATIONS\BUDGET TRANSFER 1.XLS DISTRIBUTION: WHITE - BOS / YELLOW - AUDITOR / PINK - CHIEF ADMINISTRATIVE OFFICE / GOLD - DEPARTMENT



The County of El Dorado

Agriculture, Weights & Measures

311 Fair Lane
Placerville, CA 95667-4197

William J. Stephans
Agricultural Commissioner,
Sealer of Weights & Measures

Phone (530) 621-5520
Fax (530) 626-4756
eldcag@co.el-dorado.ca.us

December 4, 2008

Christine Turner,
Agricultural Commissioner/
Sealer of Weights & Measures
Placer County Department of Agriculture,
Weights & Measures
11477 E. Avenue
Auburn, CA 95603-2799

Dear Christine,

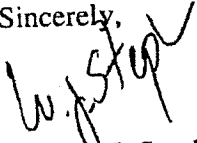
The County of El Dorado Department of Agriculture, Weights & Measures is participating with the County of Placer Department of Agriculture, Weights & Measures by making a one time contribution in the amount of \$20,000 to jointly purchase a new weight truck that will be used by the counties of Placer, El Dorado and Amador. This Letter does not create a binding agreement between Placer County and El Dorado County for the use and maintenance of the new weight truck. A Memorandum of Understanding to establish the basic terms, percent of usage, and cost for maintenance will be established by Placer County and forwarded to El Dorado County Counsel for review, concurrence and adoption by the El Dorado County Board of Supervisors.

BACKGROUND:

- A. The Department currently uses a 1990 International Medium Capacity Weight Truck that is mandated by California Air Resources Board Regulations to be retrofitted with a Diesel Particulate Trap prior to December 2009. Preliminary estimates for the kit with installation by A to Z Services (Contracted through Department of Transportation) will cost the Department \$21,488 (\$20,000 has been budgeted). The age, rapid decline in value and high cost of maintenance each year coupled with the additional cost of the mandated particulate trap makes it extremely difficult to justify the overall expenditure by the Department on a vehicle that will require replacement in the very near future.

- B. The Department currently has rental agreements with Placer County and Amador County which allows both counties to use our medium capacity weight truck, equipped with hoist, motorized weight cart, and (10) 1,000 pound certified weights. Each county currently uses the weight truck an average of four to six weeks per year for the specialized testing/inspecting of commercially used vehicle, winery, livestock and large capacity shipping and receiving scales.
- C. Placer County's Board of Supervisors has approved partial funding for the purchase of a new weight truck by their Department of Agriculture, Weights and Measures. Enough funding for the new weight truck will be available with the additional El Dorado County contribution of \$20,000. To complete the functionality of the new truck without additional expense, the use of our (10) 1000 lb certified weights and motorized weight cart will be included in the agreement. The participating counties will enter into a Memorandum of Understanding to allow the use of the new weight truck whenever necessary each year.

Sincerely,



William J. Stephans

cc: CAO/Budget Transfer document



The County of El Dorado

Agriculture, Weights & Measures

311 Fair Lane
Placerville, CA 95667-4197

William J. Stephans
Agricultural Commissioner,
Sealer of Weights & Measures

Phone (530) 621-5520
Fax (530) 626-4756
eldcag@co.el-dorado.ca.us

December 4, 2008

Christine Turner,
Agricultural Commissioner/
Sealer of Weights & Measures
Placer County Department of Agriculture,
Weights & Measures
11477 E. Avenue
Auburn, CA 95603-2799

Dear Christine,

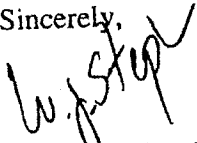
The County of El Dorado Department of Agriculture, Weights & Measures is participating with the County of Placer Department of Agriculture, Weights & Measures by making a one time contribution in the amount of \$20,000 to jointly purchase a new weight truck that will be used by the counties of Placer, El Dorado and Amador. This Letter does not create a binding agreement between Placer County and El Dorado County for the use and maintenance of the new weight truck. A Memorandum of Understanding to establish the basic terms, percent of usage, and cost for maintenance will be established by Placer County and forwarded to El Dorado County Counsel for review, concurrence and adoption by the El Dorado County Board of Supervisors.

BACKGROUND:

- A. The Department currently uses a 1990 International Medium Capacity Weight Truck that is mandated by California Air Resources Board Regulations to be retrofitted with a Diesel Particulate Trap prior to December 2009. Preliminary estimates for the kit with installation by A to Z Services (Contracted through Department of Transportation) will cost the Department \$21,488 (\$20,000 has been budgeted). The age, rapid decline in value and high cost of maintenance each year coupled with the additional cost of the mandated particulate trap makes it extremely difficult to justify the overall expenditure by the Department on a vehicle that will require replacement in the very near future.

- B. The Department currently has rental agreements with Placer County and Amador County which allows both counties to use our medium capacity weight truck, equipped with hoist, motorized weight cart, and (10) 1,000 pound certified weights. Each county currently uses the weight truck an average of four to six weeks per year for the specialized testing/inspecting of commercially used vehicle, winery, livestock and large capacity shipping and receiving scales.
- C. Placer County's Board of Supervisors has approved partial funding for the purchase of a new weight truck by their Department of Agriculture, Weights and Measures. Enough funding for the new weight truck will be available with the additional El Dorado County contribution of \$20,000. To complete the functionality of the new truck without additional expense, the use of our (10) 1000 lb certified weights and motorized weight cart will be included in the agreement. The participating counties will enter into a Memorandum of Understanding to allow the use of the new weight truck whenever necessary each year.

Sincerely,



William J. Stephans

cc: CAO/Budget Transfer document