

**EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL
Meeting of September 12, 2006**

AGENDA TITLE: Agreement with Amador County to Rent Weight Truck and Testing Equipment

DEPARTMENT: Agriculture Weights & Measures

DEPT SIGNOFF:

CAO USE ONLY: C

CONTACT: William J. Stephans

DATE: 8/28/2006

PHONE: 5520

W.J. Stephans

[Signature] 8/31/06

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

The Department of Agriculture, Weights & Measures recommending the Board of Supervisors (1) sign the Contract Agreement with Amador County to rent the Weight Truck and Liquefied Petroleum Gas testing equipment from El Dorado County for FY 2006/07 through FY2008/09.

Retroactive as to term (9/1/06): The format of the arrangement has changed from a lease agreement to a contract, which required additional processing time.

CAO RECOMMENDATIONS:

Recommend approval. Laura A. J. 9/1/06

Financial impact? Yes () No

Funding Source: () Gen Fund (X) Other

BUDGET SUMMARY:

Other: Rental Revenue

Total Est. Cost	\$6,000.00
Funding	
Budgeted	\$6,000.00
New Funding	_____
Savings	_____
Other	_____
Total Funding	\$6,000.00
Change in Net County Cost	0

CAO Office Use Only:

- 4/5's Vote Required () Yes (X) No
- Change in Policy () Yes (X) No
- New Personnel () Yes (X) No

CONCURRENCES:

- Risk Management
- County Counsel
- Other _____

***Explain** Amount is a three year total FY 2006-2009, \$2,000 in FY 06/07 Budget

BOARD ACTIONS:

Vote: Unanimous _____ Or

Ayes:

Noes:

Abstentions:

Absent:

I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors

Date: _____


Attest: Cindy Keck, Board of Supervisors Clerk

By: _____

***El Dorado County
Agricultural, Weights & Measures Department
Interoffice Memorandum***

August 30, 2006

TO: Board of Supervisors

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

SUBJECT: Agreement with Amador County to Rent Weight Truck and Testing Equipment

Recommendations:

The Department of Agriculture, Weights & Measures recommending the Board of Supervisors authorize the Chairman to sign a Contract with Amador County to rent the Weight Truck and Liquefied Petroleum Gas testing equipment from El Dorado County for the period of September 1, 2006 through August 31, 2009.

Reason for Recommendations:

The Department of Agriculture, Weights & Measures rents a Medium Capacity Weight Truck with ten 1,000 pound weights, a 20-gallon Liquefied Petroleum Gas Test Unit, and a 100-gallon Liquefied Petroleum Gas Test Unit to Amador County. Historically the test equipment is used an average of 20 to 30 days in each county and is not needed 100% of the time in El Dorado County. The equipment rental contract provides revenue to the Department that helps offset our equipment maintenance costs. This rental arrangement was previously handled under a Lease Agreement; however County Counsel is recommending it now be handled as a contract. The change in the agreement format required additional processing time such that the contract is presented to the Board retroactive to September 1, 2006.

Fiscal Impact:

Revenues generated by this agreement are \$2,000 per year for a total of \$6,000 over the three year term of the contract. Revenues of \$2,000 were included in the Department's FY 2006-07 budget.

Net County Cost:

There is no change to net County cost.

Action to be Taken Following Approval:

1. Board Chairman will sign two originals of Contract Agreement with Amador County.
2. Board Clerk will provide Department of Agriculture with one original of Contract Agreement for processing and administration of the Agreement.

CONTRACT

THIS AGREEMENT made and entered into by and between the COUNTY OF EL DORADO, a political subdivision of the State of California, hereinafter called "Owner", and the COUNTY OF AMADOR, a political subdivision of the State of California, hereinafter called "Renter".

WITNESSETH:

WHEREAS, Owner is the legal owner of the following described motor vehicle and liquefied petroleum gas test standard contracted for in this agreement; and WHEREAS, Renter desires to rent the following described equipment for the purpose of inspecting and certifying weighing and measuring devices and/or verifying price/product information in Amador County;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **Purpose:** Owner hereby agrees to rent, pursuant to the terms more particularly set forth herein, to Renter the following described equipment, to wit:
 - A. A Medium Capacity Weight Truck, equipped with hoist, motor-driven weight cart, and ten (10) 1,000 pound weights, hereinafter called "Equipment";
 - B. A One-Hundred Gallon Liquefied Petroleum Gas Test Standard, License Number 342952; hereinafter called "Equipment".
 - C. A Twenty-Gallon Liquefied Petroleum Gas Test Standard, License Number 258529; hereinafter called "Equipment".
2. **Term:** This contract shall run for a term of three years, commencing September 1, 2006, and ending midnight August 31, 2009.
3. **Payment:** Renter shall pay Owner as rental for the "Equipment" in the amount of

two Thousand Dollars (\$2,000.00) per year. Payments are to be made on or before October 1, of each year beginning October 1, 2006.

4. **Dates of Use:** Renter shall have the right of use of Equipment at times convenient to Owner and Renter, and as mutually agreed upon, but not to exceed 30 days within a one year period.
5. **Notice:** For rental periods of 1 to 10 days, Renter will request use in writing at least 14 days prior to date equipment is requested. If the Equipment is needed for 10-21 days, Renter will request in writing at least 20 days prior to date Equipment is requested. El Dorado County will make provision for the Equipment to be available to the renter dates mutually agreed upon, but in no event more than 30 days after the date requested in writing. The address for notice is: 311 Fair Lane, Placerville, CA 95667.
6. **Use and Condition of Equipment :** Renter agrees:
 - A. On dates Renter is to use said Equipment, as heretofore described, it shall be the responsibility of the Renter to pick up the Equipment at 311 Fair Lane, Placerville, and return the Equipment to the same place after use.
 - B. Renter agrees that it will return the Equipment in as good condition as they were when received by Renter, ordinary wear and tear excepted, at the time and in the manner provided for herein.
 - C. Renter shall use the Equipment exclusively for the purpose of inspecting and certifying weighing and measuring devices in Amador County only.
 - D. Renter shall furnish personnel to operate the Equipment.

Renter shall only permit an experienced and qualified employee or employees to operate the Equipment heretofore described.

- E. Renter shall have absolute control over said Equipment in the same manner as though Renter was absolute owner, except as otherwise provided in this agreement.
- F. Renter shall pay for all gas and oil consumed by the Equipment while said Equipment is in Renter's use as heretofore described

7. **Insurance:** Renter shall maintain, at Renter's own expense during the term hereof, insurance of the types and in the minimum amounts described generally as follows:

- A. Full Workman's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Comprehensive Public Liability Insurance or Comprehensive Liability Insurance (Bodily Injury and Property Damage) of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence, including but not limited to endorsements for the following types of coverage: Explosion hazard; personal injury; premises-operations; products and completed operations; blanket contractual; and independent contractor's liability;
- C. Comprehensive Automobile Liability Insurance (Bodily Injury and Property Damages) on owned, hired, rented and non-owned vehicles used in connection with Renter's operations of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence.

8. **Additional Insureds:** The insurance required under B and C above shall include the County of El Dorado, its officers and employees and each of them, as additional insureds except with regard to occurrences that are the result of their sole negligence.

9. **Primary Coverage:** The insurance required under B and C above shall provide that it is primary coverage with respect to Contractor, the County of El Dorado, and all other additional insureds.
10. **Cancellation Notice:** The insurance required above shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days' prior written notice to the County of El Dorado at the office of the El Dorado County Risk Manager, 330 Fair Lane, Placerville, California, 95667.
11. **Premium Payments:** With respect to the types of coverage required herein, it is agreed the insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
12. **Proof of Insurance Requirements:** Renter shall furnish proof of coverage satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained. Proof that the County of El Dorado is named additional insured shall be made by providing the Risk Manager with a certified copy, or other acceptable evidence, of an endorsement to Contractor's insurance policy naming the county of El Dorado as additional insured.
13. **Policy Deductibles:** Renter shall be responsible for all deductibles in all of the insurance policies required hereunder. The amount of deductibles for an insurance coverage required herein shall be reasonable and subject to approval of the County of El Dorado.

14. **Material Breach:** It is further agreed failure of Renter to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the entire agreement.
15. **Indemnity:** Renter shall indemnify and defend the County of El Dorado against and hold harmless from any and all loss, damage and liability for damages, including attorneys' fees and other cost of defense incurred by County of El Dorado, whether for damage to or loss of property, or injury to or death of person, including the property of County of El Dorado and/or injury to or death of County of El Dorado's officers, agents and employees, which shall in any way arise out of or de connected with Contractor's operations hereunder unless such damage, loss, injury or death shall be caused solely by the negligence of El Dorado County.
16. **Damages to Equipment:** Renter agrees to compensate Owner in full for any and all damages in excess of normal wear and tear to equipment while said equipment is being used by Renter.
17. **Equipment and Appropriate for Intended Use:** Owner represents that the equipment is presently suitable for inspecting and certifying weighing and measuring devices and/or verifying price/production information, and Owner agrees to make any repairs necessary to maintain said equipment in first class condition throughout the life of this rent at the expense of Owner.
18. **Registration:** Owner represents the Equipment is duly licensed and is constructed as equipped to comply with all rules and regulations governing its operation over the highways of the State. The ordinary operating maintenance of said equipment caused from wear and tear shall be at the expense of the Owner.

19. **Substitution of Smaller Equipment:** Owner reserves the right to substitute comparable equipment in place of the above described equipment, suitable for the same work.
20. **No Joint Venture:** Owner and Renter agree that Renter is in no way the agent or representative of Owner, nor is it intended that there be any partnership or joint venture with respect to the equipment or provisions of this agreement. Owner is simply renting the equipment, herein referred to, to Renter for the purpose herein referred.
21. **Termination:** Either of the parties hereto has the right to cancel this agreement upon thirty (30) days' written notice to the other party.
22. **Administration:** El Dorado County Charter §602 declares that, "Each contract must identify the county officer or employee with the responsibility for administering the contract." Therefore, William J. Stephans, Agricultural Commissioner, or successor, is hereby designated as the officer or employee with responsibility for administering this contract on behalf of El Dorado County

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
James R. Sweeney, Chairman
Board of Supervisors
"Owner"

ATTEST:
Cindy Keck
Board of Supervisors Clerk

By: _____ Dated: _____
Deputy Clerk

-- COUNTY OF AMADOR --

Dated: _____

By: _____
Chairman, Board of Supervisors
"Renter"

ATTEST:
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk