

**Memorandum of Understanding Between
the Monterey County Agricultural Commissioner's Office and
San Benito County Agricultural Commissioner's Office**

This Memorandum of Understanding (MOU) between the County of Monterey, through the Agricultural Commissioner's Office (hereafter, "County" or "MCAC") and San Benito County, through the San Benito County Agricultural Commissioner's Office ("SBCAC") (collectively "the parties") sets forth the roles and responsibilities of each party regarding the transfer of surplus equipment consisting of a weight cart and a 20-gallon liquefied petroleum gas (LPG) prover.

Recitals

Whereas, the MCAC has surplus equipment consisting of a weight cart and a 20-gallon liquefied petroleum gas (LPG) prover; and

Whereas, the parties understand and agree that said donation from County through the MCAC's Office to SBAC shall be dependent on approval of the Monterey County Board of Supervisors; and

Whereas, the MCAC's Office has surplus equipment that could be utilized by SBAC.

Now, therefore, the parties agree as follows:

Purpose

The purpose of this MOU is to formally transfer said surplus equipment and acknowledge that said equipment shall be transferred from MCAC to SBCAC as is without any warranty.

Terms and Conditions

The parties understand and agree that the surplus equipment consisting of (1) a weight cart manufactured in 1993 by Dunbar Manufacturing, LLC, manufacture model # TM3000, S/N:167-M56680050595, used to move up to 3-1,000-pound weight blocks and (2) a 20-gallon LPG prover on a trailer, built in 1991 by Ransome Manufacturing, Nat'l BD. NO. 1096, S/N 2378, State ID: CA0271124G, Monterey County Vehicle ID: 96K002, CA License Plate # (E) 329328, used to test retail LPG meters shall be transferred from County to SBCAC in an as is condition without any warranty.

SBCAC hereby accepts ownership of said equipment in an as is condition without any warranty.

SBCAC shall be responsible for the physical transfer of said equipment from Monterey County to San Benito County.

SBCAC shall be responsible for the timely transfer of title and all costs related to said transfer of title as applicable and as may be required by the California Department of Motor Vehicles.

SBCAC shall hold harmless and indemnify County for any claims, actions or proceedings arising out of the negligence or intentional misconduct of SBCAC's officers, employees, volunteers, or agents in connection with the use of said equipment.

This MOU shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this MOU for any cause whatsoever.

Any modification or amendment to this MOU shall be in writing and shall be executed by and between the parties.

The individuals executing this MOU on behalf of the parties represent and warrant that he or she has the requisite authority to enter into this MOU on behalf of said party.

This MOU shall become effective upon the last date opposite the respective signatures below.

County of Monterey

By: _____
Robert A. Roach
Acting Agricultural Commissioner

Date: _____

Approved as to form and legality

Office of the County Counsel
Charles J. McKee, County Counsel

By: _____
Mary Grace Perry
Deputy County Counsel

Date: 1-23-2018

County of San Benito

By: Karen Overstreet
Karen Overstreet
Agricultural Commissioner

Date: 1/23/2018

Approved as to form and legality

San Benito County Counsel's Office
Barbara J. Thompson, County Counsel

By: Shirley L. Murphy
Shirley L. Murphy
Deputy County Counsel

Date: Jan. 5, 2018