

ALAMEDA COUNTY BOARD OF SUPERVISORS MINUTE ORDER

The following action was taken by the Alameda County Board of Supervisors on 04/25/2017

Approved as Recommended ☒

Other ☐

Unanimous ☒ Chan: ☐ Haggerty: ☐ Miley: ☐ Valle: ☐ Carson: ☐ - ☐ 5

Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

Contract: C-2017-22



Documents to be signed by Agency/Purchasing Agent:

File No. 29960

Item No. 13.1

Copies sent to:

Donna Eoff & Auditor

Special Notes:



I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:

Clerk of the Board
Board of Supervisors.

By: _____

R. B. Bailey
Deputy



ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY

Chris Bazar
Agency Director

Agenda Item 13.1 April 25, 2017

224 West Winton Ave
Room 110

Hayward, California
94544-1215

phone
510.670.5333
fax
510.670.6374

www.acgov.org/cda

April 11, 2017

Honorable Board of Supervisors
Administration Building
Oakland, California 94612

Dear Board Members:

SUBJECT: APPROVE A MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF ALAMEDA AND THE
COUNTY OF CONTRA COSTA TO AUTHORIZE THE
ALAMEDA COUNTY AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS AND MEASURES TO ACT IN THE
SAME CAPACITY FOR CONTRA COSTA COUNTY

RECOMMENDATION:

Approve a Memorandum of Understanding (MOU) between the County of Alameda and the County of Contra Costa to authorize the Alameda County Agricultural Commissioner/ Sealer of Weights and Measures to also act in his licensed capacity as the Contra Costa County Agricultural Commissioner/Sealer of Weights and Measures, the MOU becomes effective as of the date it is finally executed, and ends one year from that date, in the amount of \$79,040, plus additional eligible expenses.

DISCUSSION/SUMMARY:

The California Food and Agricultural Code requires that counties have a licensed Agricultural Commissioner and licensed Sealer of Weights and Measures to exercise the powers and duties as regulated. Most counties, including Alameda and Contra Costa, have combined those functions into a single individual that serves in both capacities. Currently, Contra Costa County is without a licensed County Agricultural Commissioner/Sealer of Weights and Measures to fulfill the required duties and has requested the part-time, temporary utilization of Alameda County's Commissioner/ Sealer.

After initial discussions and a formal request for assistance from Contra Costa County, the County Administrator requested that the Community Development Agency (CDA) explore options with Contra Costa County for providing support to the neighboring County. After determination that a collaboration could be mutually beneficial to both

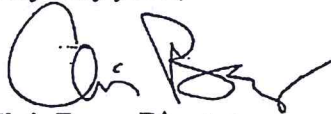
jurisdictions, a Memorandum of Understanding (MOU) was developed outlining the scope of work, payment terms, schedule/duration and expectations for both Counties.

The Office of the County Counsel has reviewed and approved the MOU.

FINANCING:

There is no Net County Cost as a result of this action. All expenses will be reimbursed to Alameda County per the terms of the MOU.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Chris Bazar', with a stylized flourish at the end.

Chris Bazar, Director
Community Development Agency

cc: Susan S. Muranishi, County Administrator
Donna R. Ziegler, County Counsel
Steve Manning, Auditor-Controller
Stephanie Chan, County Administrator's Office
Heather M. Littlejohn, Office of the County Counsel
U.B. Singh, CDA Finance Director

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF CONTRA COSTA
AND THE COUNTY OF ALAMEDA
FOR LICENSED AGRICULTURAL COMMISSIONER/SEALER OF WEIGHTS AND
MEASURES SERVICES**

This Memorandum of Understanding ("MOU") is entered into by and between the County of Contra Costa ("Contra Costa") and the County of Alameda ("Alameda") (collectively, the "Counties," and, individually, as a "County").

RECITALS

- (a) Contra Costa requires the services of a licensed Agricultural Commissioner/Sealer of Weights and Measures ("Commissioner/Sealer") to perform the duties set forth in the California Food and Agricultural Code.
- (b) Alameda currently employs a licensed Commissioner/Sealer with the expertise and capability to provide the necessary service to Contra Costa.
- (c) The positions of Commissioner/Sealer in both Alameda and Contra Costa are components of each respective County, with common powers and duties.
- (d) It is the purpose of this MOU to authorize these Counties to coordinate their work and jointly exercise these powers and duties as set forth herein.
- (e) This MOU is authorized by California Food and Agricultural Code section 2124.

AGREEMENT

Now, therefore, the Counties agree as follows:

1. **TERM.** This MOU is effective as of the date it is finally executed, and ends one year from that date. This MOU may be extended if mutually agreed upon by the parties in writing.
2. **SCOPE OF SERVICES.** During the term of this MOU, Alameda shall assign its current Commissioner/Sealer to perform for Contra Costa the ministerial functions requiring a fully licensed and duly appointed Agricultural Commissioner/Sealer of Weights and Measures in accordance with all applicable federal, state, and county laws, ordinances, and regulations.
 - a. For example, the Commissioner/Sealer's responsibilities for Contra Costa include, but are not limited to, signing of Notice of Proposed Actions; signing agreements with the California Department of Pesticide Regulation (DPR) or the California

C-2017-22

Department of Food and Agriculture (CDFA); and submitting Official Requests to the CDFA, DPR, and any other local, state, or federal governmental agencies.

- b. The Commissioner/Sealer shall provide guidance to Contra Costa staff on issues of policy limited to the regulatory responsibilities of an Agricultural Commissioner/Sealer of Weights and Measures. Contra Costa warrants that it will maintain, throughout the duration of the MOU, adequate staffing levels to support the duties of the Commissioner/Sealer. To the extent feasible, Contra Costa will utilize Contra Costa staff to perform the duties of the Agriculture/Weights and Measures Department that do not require a fully licensed and duly appointed Agricultural Commissioner/Sealer of Weights and Measures. For example, staff shall be responsible for researching and preparing preliminary drafts or reports of agreements for the Commissioner/Sealer's review.
- c. The Commissioner/Sealer shall not be responsible for nor have any authority over any budgetary or human resources functions. Such functions will remain the responsibility of Contra Costa staff.
- d. The Contra Costa County Administrator's Office shall remain the Appointing Authority for the Contra Costa Agriculture/Weights and Measures Department.
- e. The Commissioner/Sealer shall provide eight (8) hours of work per week for Contra Costa, to be performed at the Contra Costa Department of Agriculture's office in Concord, California, or at such other location in Contra Costa as may be requested by Contra Costa. The eight (8) hours of work may be performed during one (1) business day or split into two (2) four-hour days. Any meeting or other functions requiring a fully licensed and duly appointed Agricultural Commissioner/Sealer of Weights and Measures to be present shall occur only during normal business hours. Travel time between Contra Costa offices or work locations and travel time to or from Concord to other Contra Costa locations shall be included within the eight (8) hours. In no event shall the Commissioner/Sealer be required to provide more than eight (8) hours of work per week for Contra Costa.
- f. The Commissioner/Sealer shall remain an employee of Alameda and shall not be considered an employee of Contra Costa. The Commissioner/Sealer shall not have or be deemed to have any type of employment relationship with Contra Costa, including, but not limited to, a joint employer or co-employer relationship. Contra Costa shall not be responsible for worker's compensation benefits or any employee benefits for the Commissioner/Sealer while he is providing services to Contra Costa.
- g. While performing services for Contra Costa pursuant to this MOU, the Commissioner/Sealer shall act solely in the public interest of Contra Costa as directed by the Contra Costa County Board of Supervisors.

- i. In the event that the public interest of Contra Costa and Alameda potentially conflict in any manner, the assigned Commissioner/Sealer shall report the potential conflict to the County Administrator of each County.
 - ii. Together, the County Administrators shall determine whether a genuine conflict exists.
 - iii. In the event of a conflict, either County Administrator may direct the assigned Commissioner/Sealer to abstain from participation in such matter.
3. PAYMENT. Contra Costa shall pay Alameda the sum of \$190.00 per hour for each hour of the Commissioner/Sealer's work for Contra Costa pursuant to this MOU.
 - a. Alameda will invoice Contra Costa for payment on a quarterly basis.
 - b. Alameda, through the Commissioner/Sealer, will also submit to Contra Costa quarterly reports detailing work performed, including expenditures and charges, and reasonable documentation of those expenditures and charges, if any.
4. TERMINATION. Either County may terminate this MOU without cause at any time upon sixty (60) days' prior written notice to the other County.
5. NO PUBLIC AGENCY. This MOU does not create a public agency separate from the Counties hereto.
6. INDEMNITY AND RELEASE. To the fullest extent permitted by law, Contra Costa shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, its Commissioner/Sealer assigned to perform services pursuant to this MOU, its employees and agents, and Humberto Izquierdo, from and against any and all claims, losses, damages, liabilities and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance of services pursuant to this MOU (collectively "Liabilities") except to the extent such Liabilities are caused by the negligent acts and/or willful misconduct of any indemnitee. The obligation of this indemnity shall be for the full amount of all damage to the County of Alameda and other indemnified parties, including, but not limited to, defense costs, and shall not be limited by any insurance limits.

7. NOTICES. All correspondence regarding this MOU, including invoices, payments, and notices, shall be directed to the following persons at the following addresses and phone numbers:

CONTRA COSTA: Eric Angstadt
Chief Assistant County Administrator
Contra Costa County Administrator
651 Pine Street, 10th Floor
Martinez, California 94553
TEL: (925) 335-1009

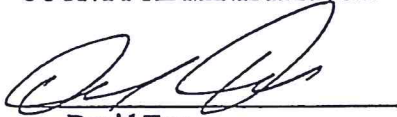
ALAMEDA: Chris Bazar
Agency Director
Alameda County Community Development
Agency
224 W. Winton Avenue, Room 110
Hayward, California 94544
TEL: (510) 670-5333

8. REPRESENTATIONS. Each Party hereby warrants that it has authority to execute this MOU.
9. AMENDMENT. No amendment to this MOU will be effective unless it is in writing and signed by both Counties.
10. SURVIVAL. The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 6), shall survive termination or expiration.
11. SEVERABILITY. Should any provision of this MOU, for any reason, be deemed or held invalid or unenforceable, in whole or in part, by a tribunal of competent jurisdiction, such provision shall be enforced to the maximum extent possible, and the remaining provisions of this MOU shall remain in full force and effect, to the maximum extent possible.
12. EXECUTION IN COUNTERPARTS. This MOU may be executed in counterparts, each of which shall be treated as an original and all of which together shall be considered one and the same agreement. Facsimile signatures or scanned copies of signatures are binding and are to be considered original signatures.

CONTRA COSTA COUNTY

DATED:

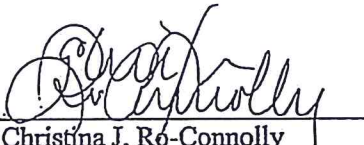
COUNTY ADMINISTRATOR



David Twa
County Administrator

Approved as to form:

COUNTY COUNSEL
SHARON L. ANDERSON

By: 

Christina J. Ro-Connolly
Deputy County Counsel

CJR:

COUNTY OF ALAMEDA

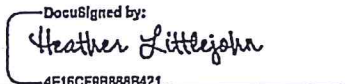
DATED:



Wilma Chan
President, Board of Supervisors,
County of Alameda

Approved as to form:

COUNTY COUNSEL
DONNA R. ZIEGLER

By: 
Heather M. Littlejohn
Deputy County Counsel