

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF MENDOCINO
AND THE COUNTY OF SONOMA
FOR LICENSED AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS AND MEASURES SERVICES**

Effective October 18, 2022, this Memorandum of Understanding ("MOU") is entered into by and between the County of Mendocino ("Mendocino") and the County of Sonoma ("Sonoma") (collectively, the "Counties," and, individually, as a "County").

RECITALS

- (a) Mendocino requires the services of a licensed Agricultural Commissioner/Sealer of Weights and Measures ("Commissioner/Sealer") to perform the duties set forth in the California Business and Professions Code and the Food and Agricultural Code.
- (b) Sonoma currently employs a licensed Commissioner/Sealer with the expertise and capability to provide the necessary service to Mendocino.
- (c) The positions of Commissioner/Sealer in both Sonoma and Mendocino 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 six (6) months from that date. This MOU may be extended up to another 6 months if mutually agreed upon by the parties in writing. The County Administrators for both Sonoma and Mendocino are authorized to execute any MOU term extension.
- 2. **SCOPE OF SERVICES.** During the term of this MOU, Sonoma shall assign its current Commissioner/Sealer to perform for Mendocino 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 Mendocino include, but are not limited to, signing Notices of Proposed Action, signing agreements with the California Department of Pesticide Regulation (DPR) or the California 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 Mendocino staff on issues of policy limited to the regulatory responsibilities of an Agricultural Commissioner/Sealer of Weights and Measures. Mendocino 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, Mendocino will utilize Mendocino 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 Mendocino staff.
- d. The County of Mendocino shall remain the Appointing Authority for the Mendocino Agriculture/Weights and Measures Department. The Commissioner/Sealer shall assist Mendocino in preparing for and completing an open recruitment process to select a new Agricultural Commissioner and Sealer of Weights and Measures.
- e. The Commissioner/Sealer shall provide eight (8) hours of work per week for Mendocino, to be performed at the Mendocino Department of Agriculture's office in Ukiah, California, or at such other location in Mendocino as may be requested by Mendocino. The eight (8) hours of work may be performed in the most efficient manner, including a full eight (8) hour day, partial day when necessary, or remotely. 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 Mendocino offices or work locations and travel time to or from Ukiah to other Mendocino locations shall be included within the eight (8) hours. If necessary, Mendocino may request additional support from the Commissioner/Sealer, but no more than sixteen (16) hours of work per week.
- f. The Commissioner/Sealer shall remain an employee of Sonoma and shall not be considered an employee of Mendocino. The Commissioner/Sealer shall not have or be deemed to have any type of employment relationship with Mendocino, including, but not limited to, a joint employer or co-employer relationship.

Mendocino shall not be responsible for worker's compensation benefits or any employee benefits for the Commissioner/Sealer while he is providing services to Mendocino.

- g. While performing services for Mendocino pursuant to this MOU, the Commissioner/Sealer shall act solely in the public interest of Mendocino as directed by the Mendocino County Board of Supervisors.
 - i. In the event that the public interest of Mendocino and Sonoma 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. Mendocino shall pay Sonoma \$151 per hour plus expenses related to the Commissioner/Sealer's provision of services rendered to Mendocino pursuant to this MOU, not to exceed \$50,000 for the term of the MOU. If Sonoma County increases the Commissioner/Sealer's hourly employment rate during the term of this MOU, the rate paid by Mendocino for services under this MOU shall be automatically increased commensurate with the new fully loaded hourly employment rate for services rendered after the date of the increase. Mendocino shall also reimburse Sonoma for the temporary 5% salary premium that will be paid to the Assistant Commissioner/Sealer for the increased workload in Sonoma County passed down as a result of the services provided by the Commissioner/Sealer pursuant to this MOU. The salary premium for the Assistant Commissioner/Sealer shall remain in effect for the term of this MOU.
- a. Sonoma, through the Department of Agriculture/Weights & Measures Department, will provide itemized invoices to Mendocino for payment on a monthly basis. Sonoma will provide copies of receipts for any expenses invoiced. Mileage shall be billed at the IRS standard mileage rate.
 - b. Sonoma, through the Commissioner/Sealer, will also submit to Mendocino monthly reports detailing work performed, including expenditures and charges, and reasonable documentation of those expenditures and charges, if any.
 - c. Sonoma will promptly notify Mendocino of any increase in the Commissioner/Sealer's hourly employment rate, and the effective date of that rate. The parties acknowledge that the hourly employment rate may increase during the term of this MOU for any reason including the

Commissioner/Sealer's eligibility for a merit increase.

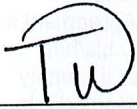
4. TERMINATION. Either County may terminate this MOU without cause at any time upon thirty (30) days prior written notice to the other County.
5. NO PUBLIC AGENCY. This MOU does not create a public agency separate from the Counties hereto.
6. INDEMNITY AND RELEASE. To the fullest extent permitted by law, Mendocino shall hold harmless, defend and indemnify the County of Sonoma, its Board of Supervisors, its Commissioner/Sealer assigned to perform services pursuant to this MOU, its employees and agents, and Andrew Smith, 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 Sonoma 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:

Mendocino:	Steve Dunicliff Deputy Chief Executive Officer 501 Low Gap Road, Room 1010 Ukiah, CA 95482 TEL: (707) 463-4441
Sonoma:	Andrew Smith Agricultural Commissioner/Sealer of Weights & Measures County of Sonoma Department of Agriculture/ Weights & Measures 133 Aviation Blvd #110 Santa Rosa, CA 95403 TEL: (707) 565-2371
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.

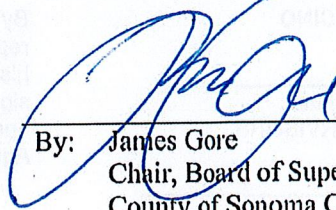
11. SEVERABILITY. Should any provision of this MOU, for any reason, be deemed or held invalid or unenforceable, in whole or in part, by a tribunal of competent jurisdiction, such provision shall be enforced to the maximum extent possible, and the remaining provisions of this MOU shall remain in full 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.

COUNTY OF MENDOCINO



By: Ted Williams
Chair, Board of Supervisors
County of Mendocino

COUNTY OF SONOMA COUNTY



By: James Gore
Chair, Board of Supervisors
County of Sonoma County

Dated: 10/18/2022

Dated: 12/6/2022

Approved as to form:

Approved as to form:

By: Christian Curtis, County Counsel



By: Robert Pittman, County Counsel

IN WITNESS WHEREOF

DEPARTMENT-FISCAL REVIEW:

By: [Signature]
DEPARTMENT HEAD

Date: 10/07/2022

Budgeted: Yes No

Budget Unit: 2710

Line Item: 862189

Org/Object Code:

Grant: Yes No

Grant No.:

COUNTY OF MENDOCINO

By: [Signature]
TED WILLIAMS, Chair
BOARD OF SUPERVISORS

Date: 10/18/2022

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 10/18/2022

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 10/18/2022

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 10/07/2022

CONTRACTOR/COMPANY NAME

By: [Signature]
SIGNATURE

Date: 12/8/2022

NAME AND ADDRESS OF CONTRACTOR:

County of Sonoma
2300 County Center Drive, Suite A200
Santa Rosa, CA 95403

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: [Signature]
Deputy

Date: 10/07/2022

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 10/07/2022

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed _____
Mendocino County Business License: Valid _____
Exempt Pursuant to MCC Section: _____