

PARTNERSHIP AGREEMENT
BETWEEN
THE CITY OF EMERYVILLE
AND
THE CALIFORNIA LABOR COMMISSIONERS'S OFFICE

This Agreement is made and entered into by and between THE CITY OF EMERYVILLE (hereinafter referred to as "LOCAL ENTITY" or "LOCAL AGENCY") and the California Labor Commissioner (hereinafter referred to as "Labor Commissioner"), together collectively referred to as "the agencies" or "the parties."

With the specific and mutual goals of providing clear, accurate, and easy-to-access outreach to employers, employees, and other stakeholders, and of sharing resources and enhancing enforcement by conducting joint investigations and sharing information consistent with applicable law, the parties agree to enter into this partnership.

THEREFORE, IT IS MUTUALLY AGREED THAT:

Purpose

The agencies recognize the value of establishing a collaborative relationship to promote compliance with laws of common concern in the State of California. The agencies are forming this partnership to more effectively and efficiently communicate and cooperate on areas of common interest, to share training materials, to provide employers and employees with compliance assistance information, to conduct joint investigations and share information as appropriate. Towards the goal of protecting the wages, safety, and health of California's workforce.

Agency Responsibilities

The City of Emeryville is responsible for administering and enforcing local minimum wage and other labor standards.

Nothing in this agreement limits the local agency's enforcement of these and other local laws conferred as the part of the Local Agency's police powers.

The California Labor Commissioner's Office is the California executive branch Division charged with enforcing provisions of the California Labor Code and Industrial Welfare Commission Orders to ensure a just day's pay in every workplace in the State and to promote economic justice through robust enforcement of labor laws. By combating wage theft, protecting workers from retaliation, and educating the public, the Labor Commissioner puts earned wages into workers' pockets and helps level the playing field for law-abiding employers.

Nothing in this agreement limits the Labor Commissioner's enforcement authority.

Contacts

- The agencies will designate a contact person responsible for coordinating the partnership activities.
- The agencies will designate a representative to meet annually to review areas of mutual concern and the terms and conditions of the partnership.

Enforcement

Where appropriate and to the extent allowable under law,

- The agencies may conduct joint investigations periodically in the State of California, if opportunity provides.
- The agencies may coordinate their respective enforcement activities and assist each other with enforcement.
- The agencies may make referrals of potential violations of each other's statutes.

Effect of Agreement

- This agreement does not authorize the expenditure or reimbursement of any funds. Nothing in this agreement obligates the parties to expend appropriations or enter into any contract or other obligation.
- By entering into this partnership, the agencies do not imply an endorsement or promotion by either party of the policies, programs, or services of the other.
- Nothing in this agreement is intended to diminish or otherwise affect the authority of either agency to implement its respective statutory functions.
- This agreement contains all the terms and conditions agreed upon by the parties. Upon execution of this agreement, no other understandings regarding the subject matter of this agreement, oral or otherwise, shall be deemed to exist. This agreement is not intended to confer any right upon any private person or other third party.
- Nothing in this agreement will be interpreted as limiting, superseding, or otherwise affecting the parties' normal operations. This agreement also does not limit or restrict the parties from participating in similar activities or arrangements with other entities.
- This agreement will be executed in full compliance with the California Public Records Act, the California Information Practices Act and any other applicable federal and California state laws.

Exchange of Information

- It is the policy of the Labor Commissioner to cooperate with other government agencies to the fullest extent possible under the law, subject to the general limitation that any such cooperation must be consistent with the Labor Commissioner's own statutory obligations and enforcement efforts. It is the Labor Commissioner's view that an exchange of information in cases in which both entities are proceeding on basically the same matter is to our mutual benefit. There is a need for the Labor Commissioner to provide information to other law enforcement bodies without making a public disclosure.

- Exchange of such information pursuant to this agreement is not a public disclosure under the Public Records Act.

Confidential Information means information that may be exempt from disclosure to the public or other unauthorized persons under state and federal statutes. *See, e.g.*, 18 U.S.C. 1905 (Trade Secrets Act) and 5 U.S.C. 552a (Privacy Act of 1974). Examples of Confidential Information that may be shared under this agreement includes, but is not limited to: the identities or statements of persons who have given information to the parties in confidence or under circumstances in which confidentiality can be implied; any information identifying specific individuals in statements from employees that were obtained under these conditions; internal opinions and recommendations of local or state personnel, including (but not limited to) investigators and supervisors; information or records covered by the attorney-client privilege and the attorney-work-product privilege; information that identifies or describes a specific individual; individually identifiable health information; and confidential business information and trade secrets.

- Confidential Unemployment Compensation (UC) information, as defined in 20 CPR 603.2 (b), means any unemployment compensation information, as defined in 20 CPR 603.20), required to be kept confidential under 20 CPR 603.4 or its. Successor law or regulation.
- When Confidential Information is exchanged it shall be accessed and used by the recipient party solely for the limited purposes of carrying out specific activities pursuant to this agreement as described herein, and in no event shall such information be disclosed by the recipient party without the written authority of the other party or a court order.
- In addition to the requirements above, Confidential Unemployment Compensation Information may be exchanged only subject to the confidentiality requirements of 20 CPR 603.4, the California Unemployment Insurance Code (e.g., Sections 322, 1094, and 1095) and related regulations, and any other applicable laws.
- In addition to the requirements above, Confidential Information shared under this agreement may be exchanged only subject to (a) the applicable provisions of California law, including but not limited to, the Information Practices Act (Civil Code Section 1798 et seq.), the Evidence Code (e.g., Sections 950 and 1040), the Labor Code (e.g., Sections 6209; 6314 and 6322), and the Unemployment Insurance Code (e.g., Sections 322, 1094, and 1095) and (b) the terms and conditions of any confidentiality agreements that may exist under which Confidential Information has been obtained by the Labor Commissioner.
- The exchange of Confidential Information and Confidential Unemployment Compensation Information under this agreement is purely voluntary, and no obligation to exchange such information is created by this agreement.
- The agencies agree that any documents and information obtained through investigatory subpoenas, interrogatories, and depositions under California Government Code sections 11181 et seq, must be kept confidential. In the event that there is a public proceeding such as a hearing or a trial, in which Confidential Information provided to the Labor Commissioner by the local agency or to the local agency by the Labor Commissioner, such confidential information may be used or testimony of agencies employees sought, the agencies require that they notify each other. In addition, such information can be provided to the Attorney General, or other law enforcement agency that agrees to maintain the confidentiality of the documentation. If confidential information is provided to the Attorney General or other law enforcement agency, the disclosing agency must notify "the agency that originally obtained the confidential information.

- Subject to the foregoing constraints:
- The agencies agree to exchange information on laws and regulations of common concern to the agencies, to the extent practicable.
- The agencies will establish a methodology for exchanging investigative leads, complaints, and referrals of possible violations, to the extent allowable by law and policy.
- The agencies will exchange information (statistical data) on the incidence of violations in specific industries and geographic areas, if possible.

Outreach and Education

- When appropriate and feasible, the agencies agree to coordinate, conduct joint outreach presentations, and prepare and distribute publications of common concern for the regulated community.
- The agencies agree to provide a hyperlink on each agency's website linking users directly to the outreach materials in areas of mutual jurisdiction and concern.
- The agencies agree to jointly disseminate outreach materials to the regulated community, when appropriate.
- All materials bearing the agencies name, logo, or seal must be approved in advance by the agency.

Resolution of Disagreements

Disputes arising under this Agreement will be resolved informally by discussions between Agency Points of Contact, or other officials designated by each agency.

Period of Agreement

This agreement becomes effective upon the signing of both parties, and will expire 3 years from the effective date. This agreement may be modified or added to in writing by mutual consent of both agencies. The agreement may be cancelled by either party by giving thirty (30) days advance written notice prior to the date of cancellation. Renewal of the agreement may be accomplished by written agreement of the parties.

This agreement is effective as of the _____ day of _____, 2017.

THE CITY OF EMERYVILLE

CALIFORNIA LABOR COMMISSIONERS OFFICE

By: _____

By: _____