

File No. 100666

Committee Item No. \_\_\_\_\_

Board Item No. 41

**COMMITTEE/BOARD OF SUPERVISORS**  
AGENDA PACKET CONTENTS LIST

Board of Supervisors Meeting

Date June 8, 2010

**Cmte Board**

- |                          |                                     |  |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/>            | Motion                                       |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/> | <input type="checkbox"/>            | Ordinance                                    |
| <input type="checkbox"/> | <input type="checkbox"/>            | Legislative Digest                           |
| <input type="checkbox"/> | <input type="checkbox"/>            | Budget Analyst Report                        |
| <input type="checkbox"/> | <input type="checkbox"/>            | Legislative Analyst Report                   |
| <input type="checkbox"/> | <input type="checkbox"/>            | Youth Commission Report                      |
| <input type="checkbox"/> | <input type="checkbox"/>            | Introduction Form (for hearings)             |
| <input type="checkbox"/> | <input type="checkbox"/>            | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/>            | MOU  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Information Form                       |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/> | <input type="checkbox"/>            | Subcontract Budget                           |
| <input type="checkbox"/> | <input type="checkbox"/>            | Contract/Agreement                           |
| <input type="checkbox"/> | <input type="checkbox"/>            | Award Letter                                 |
| <input type="checkbox"/> | <input type="checkbox"/>            | Application                                  |
| <input type="checkbox"/> | <input type="checkbox"/>            | Public Correspondence                        |

**OTHER**

(Use back side if additional space is needed)

|                          |                          |       |
|--------------------------|--------------------------|-------|
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |

Completed by: Annette Lonich Date May 28, 2010

Completed by: \_\_\_\_\_ Date \_\_\_\_\_

An asterisked item represents the cover sheet to a document that exceeds 25 pages.  
The complete document is in the file.

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

2010 MAY 25 PM 3:43

Time Stamp or  
Meeting Date

*Re*

**INTRODUCTION FORM**

~~By~~ a member of the Board of Supervisors or the Mayor

I hereby submit the following item for introduction:

- \_\_\_\_\_ 1. For reference to Committee:  
An ordinance, resolution, motion, or charter amendment.
- X  2. Request for next printed agenda without reference to Committee
- \_\_\_\_\_ 3. Request for Committee hearing on a subject matter.
- \_\_\_\_\_ 4. Request for letter beginning "Supervisor \_\_\_\_\_ inquires...".
- \_\_\_\_\_ 5. City Attorney request.
- \_\_\_\_\_ 6. Call file from Committee.
- \_\_\_\_\_ 7. Budget Analyst request (attach written motion).
- \_\_\_\_\_ 8. Substitute Legislation File Nos.
- \_\_\_\_\_ 9. Request for Closed Session
- \_\_\_\_\_ 10. Board to Sit as A Committee of the Whole

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use a different form.]

Sponsor(s): Supervisor

Maxwell

SUBJECT: \_\_\_\_\_

Accept and Expend Grant – State grants for food and agricultural projects

The text is listed below or attached:

Signature of Sponsoring Supervisor: \_\_\_\_\_

*Sophenia Maxwell*

For Clerk's Use Only:

Common/Supervisors Form

100666

Revised 4/2/09

1 [Accept and Expend Grant - State Food and Agricultural Projects - \$11,188.77]

2  
3 **Resolution authorizing the San Francisco Department of Public Health to accept and**  
4 **expend a grant in the amount of \$11,188.77 from the California Department of Food and**  
5 **Agriculture for the period of July 1, 2010, through June 30, 2011.**

6  
7 WHEREAS, DPH's Environmental Health Section was awarded two grants from the  
8 California Department of Food and Agriculture (CDFA), including Egg Quality Control  
9 (\$2,938.77) and Petroleum Products Compliances & Weighmaster Enforcement Program  
10 (\$8,250) for a total of \$11,188.77 for the period of July 1, 2010 through June 30, 2011; and,

11 WHEREAS, As a condition of receiving the grant funds, the CDFA requires the City to  
12 comply with the terms of two separate agreements (the "Agreements"), copies of which are on  
13 file with the Clerk of Board of Supervisors in File No.100666; which is hereby declared to be a  
14 part of this resolution as if set forth fully herein; and,

15 WHEREAS, An ASO amendment is not required as the grant partially reimburses DPH  
16 for four existing positions, two Agricultural Inspectors (Job Class #3450) at 0.06 FTE and two  
17 Inspectors of Weights and Measures (Job Class #6220) at 0.10 FTE, for the period of July 1,  
18 2010 through June 30, 2011; and,

19 WHEREAS, The grant budgets do not include provisions for indirect costs because the  
20 CDFA does not allow indirect costs; now, therefore, be it

21 RESOLVED, That DPH is hereby authorized to accept and expend two grants in the  
22 total amount of \$11,188.77; and, be it

23 FURTHER RESOLVED, That DPH is hereby authorized to accept and expend the  
24 grant funds pursuant to San Francisco Administrative Code section 10.170-1; and, be it  
25

FILE NO.

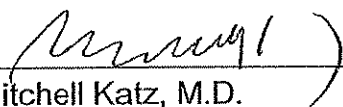
RESOLUTION NO.

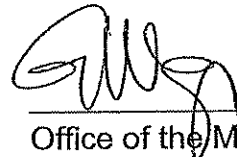
1 FURTHER RESOLVED, That the Controller is directed to designate the positions  
2 funded under this agreement as a "G" or grant-funded position which would terminate when  
3 the agreement expires; and, be it

4 FURTHER RESOLVED, That the Director of Health is authorized to enter into the  
5 agreement on behalf of the City.

6  
7 RECOMMENDED:

APPROVED:

8  
9   
10 Mitchell Katz, M.D.  
11 Director of Health

  
Office of the Mayor

12  
13   
14 Office of the Controller

15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25



Gavin Newsom  
Mayor

Mitchell H. Katz, MD  
Director of Health

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Mitchell H. Katz, M.D.  
Director of Health *Mitchell Katz*

DATE: May 12, 2010

SUBJECT: Grant Accept & Expend

GRANT TITLE: Environmental Health Combined Grants

---

Attached please find the original and 4 copies of each of the following:

- Proposed grant resolution, original signed by Department
- Grant information form, including disability checklist
- Grant budget and justification
- Agreements (2)

**Special Timeline Requirements:**

**Departmental representative to receive a copy of the adopted resolution:**

Name: Grace Alderson

Phone: 554-2655

Interoffice Mail Address: Dept. of Public Health, 101 Grove St., Room 330

Certified copy required Yes

No

File Number: \_\_\_\_\_  
(Provided by Clerk of Board of Supervisors)

**Grant Information Form**  
(Effective January 2000)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title:

- A. **Egg Quality Control**
- B. **Petroleum Products Compliances & Weighmaster Enforcement Program**

2. Department:

**Department of Public Health, Environmental Health Section  
1390 Market Street, Suite 822  
San Francisco, CA 94102**

3. Contact Person: **Miguel Monroy**

Telephone: **415-252-3939**

4. Grant Approval Status (check one):

Approved by funding agency

Not yet approved

5. Amount of Grant Funding Approved or Applied for:

A. **\$2,938.77**

B. **\$8,250.00**

6a. Matching Funds Required: **\$0**

b. Source(s) of matching funds (if applicable):

7a. Grant Source Agency: **A. California Department of Food and Agriculture (CDFA)  
B. California Department of Food and Agriculture (CDFA)**

b. Grant Pass-Through Agency (if applicable): **N/A**

8. Proposed Grant Project Summary:

**A. Egg Quality Control Program: The purpose of the program is to monitor egg quality at production, wholesale, and retail levels. A goal is to provide San Francisco consumers with eggs that are wholesome, properly labeled, refrigerated, and of established quality. Another goal is to maintain fair and equitable marketing standards in the California egg industry. San Francisco County inspectors will also investigate complaints and enforce regulations regarding the reusable wire basket master egg containers belonging to each egg packer.**

**As mandated by the California Department of Food and Agriculture, Division 12, Part 4, Chapter 1 and the California Code of Regulations, Title 3, Subchapter 4, the contract requests egg inspection services by San Francisco County. The egg quality control program will include the functions listed below:**

- **Retail inspection**
- **Production inspection**
- **Wholesale inspection**
- **Approved retail/ wire basket complaint investigations**

**B1. Petroleum Products Compliance-** The Petroleum Products program assures minimum quality standards for most petroleum and automotive products (gasoline, oxygenated blends, diesel fuel, motor oil, brake fluid, automatic transmission fluid, antifreeze/coolants and alternative engine fuels) sold in California. Additionally, the program regulates the advertising and labeling of these products.

**B2. The Weighmaster Enforcement Program –** The Weighmaster Enforcement Program was established so initial audit inspections and verification inspections would be performed to determine compliance with California Business and Professions Code, Division 5, Chapter 7 and California Code of Regulations, Title 4, Division 9, Chapter 9. These regulations were established to ensure weighing devices function properly and accurately, safeguarding consumer purchases.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:  
Start-Date: **July 1, 2010** End-Date: **June 30, 2011**

- 10a. Amount budgeted for contractual services: **N/A**  
b. Will contractual services be put out to bid? : **N/A**  
c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? : **N/A**  
d. Is this likely to be a one-time or ongoing request for contracting out? : **N/A**

12a. Does the budget include indirect costs?  Yes  No

b1. If yes, how much? **N/A**

b2. How was the amount calculated? **N/A**

c. If no, why are indirect costs not included?

Not allowed by granting agency

To maximize use of grant funds on direct services

Other (please explain):

14. Any other significant grant requirements or comments:

DPH respectfully requests to accept and expend these funds from the CDFA in the total amount of \$11,188.77 for the period of July 1, 2010 through June 30, 2011.

**\*\*Disability Access Checklist\*\*\***

15. This Grant is intended for activities at (check all that apply):

Existing Site(s)

Existing Structure(s)

Existing Program(s) or Service(s)

Rehabilitated Site(s)

Rehabilitated Structure(s)

New Program(s) or Service(s)

New Site(s)

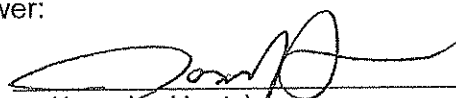
New Structure(s)

16. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer:

Date Reviewed: 5/12/10

  
(Jason Hashimoto)

Department Approval:   
(Mitchell H. Katz, MD) (Director of Health)



City and County of San Francisco  
 DEPARTMENT OF PUBLIC HEALTH  
 ENVIRONMENTAL HEALTH SECTION  
 Agriculture Program

Gavin Newsom, Mayor  
 Mitchell H. Katz, Director of Health  
 Rajiv Bhatia, M.D., M.P.H  
 Director of EHS & OSH  
 Miguel Monroy  
 Agricultural Commissioner

EGG INSPECTIONS  
 Line Item Budget  
 10-0097  
 Fiscal Year 2010-2011

Date: 5/11/2010

| Activities                                   | # of Inspections | Fee      | Max. Funding |
|--|------------------|----------|--------------|
| <i>RETAIL INSPECTIONS</i>                    |                  |          |              |
| Minimum 100 Egg Samples                      | 82               | \$ 22.14 | \$ 1,815.48  |
| <i>WHOLESALE INSPECTIONS</i>                 |                  |          |              |
| Min. 100 Egg Samples- 19 Samples per quarter | 63               | \$ 17.83 | \$ 1,123.29  |

**Total State Funding** **\$ 2,938.77**

**Budget Justification:**

The above figures represent the number of 100 egg samples requested by the state. For each retail inspection performed, a fee of \$18.46 will be issued to the county. This fee applies to up to 82 inspections during the fiscal year. Likewise for wholesale inspections, a fee of \$14.87 will be paid per inspection, up to a maximum of 64 inspections per fiscal year. Funding for this contract is not to exceed \$2,465.40





**City and County of San Francisco**

**DEPARTMENT OF PUBLIC HEALTH  
ENVIRONMENTAL HEALTH SECTION**

**Weights & Measures Program**

Gavin Newsom, Mayor  
 Mitchell H. Katz, M.D., Director of Health  
 Rajiv Bhatia, M.D., M.P.H  
 Director of EHS & OSH

Miguel Monroy  
 Sealer of Weights & Measures

**PETROLEUM PRODUCTS BUDGET**

CDFA CONTACT: Gary Castro  
 Division of Measurement Standards  
 Petroleum Products Compliance  
 6790 Florin Perkins Rd. Ste. 100  
 Sacramento, CA 95828  
 ph: 916-229-3040  
 AGREEMENT NO. 10-0059

Date: 4/26/2010

Maximum Amount of agreement : \$6,900.00

Term of this Agreement: July 1, 2010 through June 30, 2011

| Activities                   | Number of Inspections | Fee        | Total           |
|------------------------------|-----------------------|------------|-----------------|
| Weights & Measures Inspector |                       |            | -               |
| Initial Inspections          | 92                    | \$75.00 \$ | 6,900.00        |
| <b>Approx. Total \$</b>      |                       |            | <b>6,900.00</b> |

**Budget Justification:**

\* The total allocation to the county for these inspections shall not exceed \$6,900.00 for this agreement. This represents 92 initial inspections per fiscal year.



**City and County of San Francisco**

**DEPARTMENT OF PUBLIC HEALTH  
ENVIRONMENTAL HEALTH SECTION**

**Weights & Measures Program**

Gavin Newsom, Mayor  
Mitchell H. Katz, M.D., Director of Health  
Rajiv Bhatia, M.D., M.P.H  
Director of EHS & OSH

Miguel Monroy  
Sealer of Weights & Measures

**WEIGHMASTER'S BUDGET**

CDFA CONTACT: Gary Castro  
Weighmaster Enforcement  
6790 Florin Perkins Road, Suite 100  
Sacramento, CA 95828  
ph: 916-229-3049  
Contract # 10-0059

Date 4/26/2010

Maximum Amount of agreement : \$1,350

Term of this Agreement: July 1, 2010 through June 30, 2011

| Activities                   | Number of Inspections | Fee                  | Total           |
|------------------------------|-----------------------|----------------------|-----------------|
| Weights & Measures Inspector |                       |                      | -               |
| Initial Audit Inspections*   | 9                     | \$75.00 \$           | 675.00          |
| Verification Inpsctions**    | Various               | \$37.50-\$75.00** \$ | 675.00          |
| <b>Approx. Total \$</b>      |                       |                      | <b>1,350.00</b> |

**Budget Justification:**

\* The total allocation to the county for these inspections shall not exceed \$675.00 for this agreement. This represents 9 initial inspections per fiscal year or approximately 20% of the licensed locations in the county

\*\*The total allocation for the county for these inspctions shall not exceed \$675.00 for this agreement. This verficiations include: common tare weights, predetermined individual tare weights, seasonal tare weights (cab cards), follow-up audit inspection of locations with previous violations, undercover purchases/sales, and verified unlicensed weighmaster location visits

|                                    |
|------------------------------------|
| AGREEMENT NUMBER<br><b>10-0097</b> |
| REGISTRATION NUMBER                |

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

**DEPARTMENT OF FOOD AND AGRICULTURE**

CONTRACTOR'S NAME

**COUNTY OF SAN FRANCISCO**

2. The term of this Agreement is: July 1, 2010 Through June 30, 2011

3. The maximum amount of this Agreement is: \$2,938.77  
 Two Thousand Nine Hundred Thirty-eight Dollars and Seventy-seven Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work Attachment 1 1 Page(s)  
 2 Page(s)

Exhibit B – Budget Detail and Payment Provision Attachment 1 1 Page(s)  
 1 Page(s)

Exhibit C – General Terms and Conditions - GTC 307 3 Pages

Exhibit D-Special Terms and Conditions (Attached hereto as part of this Agreement) 1 Page(s)

5. Name of Program: Egg Quality Control Program

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**


**CONTRACTOR**

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

**COUNTY OF SAN FRANCISCO**

BY (Authorized Signature)

DATE SIGNED)



5/11/2010

PRINTED NAME AND TITLE OF PERSON SIGNING  
 Miguel A. Monroy, Agricultural Commissioner

ADDRESS  
 1390 Market Street, Suite 822  
 San Francisco, CA 94102

**STATE OF CALIFORNIA**

AGENCY NAME  
**DEPARTMENT OF FOOD AND AGRICULTURE**

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

JANICE L. PRICE, CONTRACTS MANAGER  
 ADDRESS  
 1220 N STREET, ROOM 115, SACRAMENTO, CA 95814

California Department of General Services Use Only

Exempt per: DGS Ltr 28.6

**EXHIBIT A**  
**(County Agreement)**

**SCOPE OF WORK**

1. Contractor agrees to provide the services described herein:

Pursuant to CDFA Code (Article 4 & 5, Sections 27551-27566), & the CA Code of Regulations, (Title 3, Division 3), CDFA will disburse funds for costs incurred in egg quality control activities

2. The program contract managers for this Agreement are:

| <b>FOR CDFA, THE PROGRAM CONTRACT<br/>MANAGER IS:</b> | <b>FOR CONTRACTOR:</b>                 |
|---|--|
| Name: Irene Vera                                      | Name: Miguel Monroy                    |
| Section/Unit: IS/EQCP                                 | Section/Unit:                          |
| Address: 1220 N Street                                | Address: 1390 Market Street, Suite 822 |
| City/Zip: Sacramento, CA 95814                        | City/Zip: San Francisco, CA 94102      |
| Phone: 916-445-4243                                   | Phone: 415-212-3830                    |
| Email: ivera@cdfa.ca.gov                              | Email: Miguel.monroy@sfdph.org         |

3. See Attachment 1 to this Scope of Work for a detailed description of work to be performed and duties of all parties.

**Scope of Work for State Inspectors  
2010/2011**

The County agrees to provide egg inspection services for the Egg Quality Control Program. The inspections shall be performed as provided in the Food and Agricultural Code, Division 12, Part 4, Chapter 1 (commencing with Section 27501); the California Code of Regulations, Title 3, Subchapter 3; and any State policies and procedures.

This contract will be effective from July 1, 2010 through June 30, 2011. All amendments to this document must be in writing and with the consent of both parties. The County will receive payments upon submission of completed Form 9's as appropriate for the functions listed below:

- Retail inspection
- Production inspection
- Wholesale inspection
- Approved Retail/Wirebasket Complaint Investigations

Disbursements will be made for work completed in quarterly payments as follows: July 1 to September 30 (1<sup>st</sup> quarter), October 1 to December 31 (2<sup>nd</sup> quarter), January 1 to March 31 (3<sup>rd</sup> quarter), and April 1 to June 30 (4<sup>th</sup> quarter). Late submission in reports will cause delay in payments to counties and a review of county paperwork processing procedures by the Egg Quality Control Program.

Any penalty imposed by the County for violations of the laws shall remain in the County imposing the penalty.

**The County shall:**

- Submit an annual work-load plan with regards to number of monthly inspection visits per facility for State contracted production, wholesale and retail work. The annual workload plan must be approved by the State before compensation for contract is made.
- Maintain work records for each inspector/biologist on a daily basis, showing service performed under this contract together with copies of egg inspection worksheets that show the quality of eggs inspected, eggs rejected, and the number of 100 egg samples inspected. Copies of the worksheet will be given to the plant management after each inspection.
- Submit completed Report #9's, Inspection Worksheet (517-015) by the 10<sup>th</sup> working day of the following month with corresponding non-compliance copies for that month attached. Report #9's shall be mailed or e-mailed to the State District Supervisor in your area.
- Payment to counties for contracted egg inspection work shall be paid quarterly pending approval by program supervisor for state enforcement program.
- Maintain all records for a period of three years after final payment.
- Permit the State to inspect such books, records, accounts, and other materials relevant to this contract.

- Furnish the necessary inspection equipment, transportation, office space, supplies, and support services for carrying out the inspection work under this contract.
- Notify the district supervisors of any new inspector/biologist prior to inspecting eggs in the county.

**The State shall:**

- Coordinate the training and technical supervision of inspectors/biologists employed by the County.
- Provide the County with inspection forms, noncompliance books, worksheets, hold-off-sale tapes, Report Form 9's, and bio-security clothing when applicable.
- Provide for the collection of the necessary fees from the egg industry.

**The State and County agree:**

- Quarterly payments in arrears will be made as outlined in the Assigned Work Activity Display for production, wholesale, and retail inspections.
- To receive the maximum payments for production, wholesale and retail inspections, the minimum number of 100 egg samples must be inspected. If the minimum number of 100 egg samples are not inspected by the end of each quarter for production and wholesale, ~~payments will be made at the specified rate per sample.~~
- Wholesale inspection does not include establishments that require membership fees, such as Costco, Smart & Final and Sam's Club.
- The appropriate State supervisor may observe the actual inspection of eggs in the County at any time where work is being done under this contract.
- All certified and/or licensed inspectors shall adhere to the California Codes, Egg Inspection Manual, and program enforcement policies.
- State and County personnel will keep each other informed of issues pertaining to inspections made pursuant to this contract.
- If the Budget of the current year and/or any subsequent years covered under this contract does not appropriate sufficient funds for the program, this contract shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the County or to furnish any other considerations under this contract, and the county shall not be obligated to perform any provisions of the contract.

I:\nv\eqcprogram\contracts\10-11 county contracts\10-11 Scope of Work County Contracts (STATE)

**EXHIBIT B  
(County Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Unless mutually agreed, monthly invoices must be submitted within 60 days from the end of each month in which services were rendered. Invoices must include the Agreement number and submitted in triplicate to the Program Contract Manager listed in this contract.
- C. Any travel and subsistence payments authorized under this agreement shall be paid as needed to execute the work. The maximum travel rates allowable are those established in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations 599.619.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Funding Sources for County Contracts (If no Federal Funds, this Section is not applicable)**

An annual report of expenditures, where county payments are supported by Federal funds, will be issued by CDFA Administrative Services, Financial Services Branch. This report will be issued by September 30<sup>th</sup> for invoices submitted prior to July 31st for services rendered in the prior State Fiscal Year.

Federal and State Regulations - The County will comply with all Federal and State regulations and requirements. The County must ensure they have an adequate accounting system in place and appropriate internal controls to ensure expenditures are tracked and maintained.

All sub-recipients of Federal awards shall comply with the Code of Federal Regulations (CFR) Title 2, Part 225 - Cost Principles for State and Local Governments and Title 7, Part 3016 - Uniform Administrative Requirements for Grants and Cooperative Agreements to state and local governments.

Federal 2 CFR 225 (OMB Circular A-87) can be found at the following website:  
<http://training.fws.gov/fedaid/toolkit/2cfr225.pdf>

Federal 7 CFR 3016 can be found at the following website:  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_01/7cfr3016\\_01.html](http://www.access.gpo.gov/nara/cfr/waisidx_01/7cfr3016_01.html)

The State's accounting standards and procedures for counties provided by the State Controller's Office are located at the following website: <http://www.sco.ca.gov/ard/manual/cntyman.pdf>

County of San Francisco  
 Funding and Inspection Display  
 STATE ENFORCEMENT  
 2010/2011 Fiscal Year

| RETAIL INSPECTION                       |                   | PRODUCTION INSPECTION                     |               |
|---|-------------------|---|---------------|
| Minimum 100 Egg Samples to be Inspected | 82                | Minimum 100 Egg Samples to be Inspected   | 0             |
| Funding Per 100 Egg Samples             | \$22.14           | Quarterly 100 Egg Samples to be Inspected | 0             |
| <b>Maximum Funding</b>                  | <b>\$1,815.48</b> | Quarterly Funding                         | \$0.00        |
|   |                   | Funding Per 100 Egg Samples               | \$17.83       |
|   |                   | <b>Maximum Funding</b>                    | <b>\$0.00</b> |

| WHOLESALE INSPECTION                      |                   |
|---|-------------------|
| Minimum 100 Egg Samples to be Inspected   | 63                |
| Quarterly 100 Egg Samples to be Inspected | 16                |
| Quarterly Funding                         | \$285.28          |
| Funding Per 100 Egg Samples               | \$17.83           |
| <b>Maximum Funding</b>                    | <b>\$1,123.29</b> |

|                      |                   |
|----------------------|-------------------|
| <b>TOTAL FUNDING</b> | <b>\$2,938.77</b> |
|----------------------|-------------------|

I/fnv/eqcprogram/contracts/county contracts 10-11/ Exhibit A/Funding Display San Francisco 10-11



EXHIBIT C  
(County Agreement)

GENERAL TERMS AND CONDITIONS GTC 307

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS:** Time is of the essence in this Agreement.

13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**EXHIBIT D  
(County Agreement)**

**SPECIAL TERMS AND CONDITIONS**

1. **Excise Tax**

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. **Settlement of Disputes**

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. Such Notice of Dispute shall contain the Agreement number. Within ten (10) days of receipt of such Notice of Dispute, the Agency Secretary, or Designee, shall meet with the Contractor and the CDFA project manager for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. **Agency Liability**

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

4. **Potential Subcontractors**

If Contractor subcontracts out a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. **Right To Terminate**

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

|                                    |
|------------------------------------|
| AGREEMENT NUMBER<br><b>10-0059</b> |
| REGISTRATION NUMBER                |

1. This Agreement is entered into between the State Agency and the Contractor named below:
- STATE AGENCY'S NAME  
**DEPARTMENT OF FOOD AND AGRICULTURE**
- CONTRACTOR'S NAME  
**COUNTY OF SAN FRANCISCO**
2. The term of this Agreement is: July 1, 2010 Through June 30, 2011
3. The maximum amount of this Agreement is: \$8,250.00  
 Eight Thousand Two Hundred Fifty Dollars and No Cents
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work 1 Page(s)  
 Attachment 1 3 Page(s)  
 Attachment 2 3 Page(s)

Exhibit B – Budget Detail and Payment Provision 1 Page(s)  
 Attachment 1 Page(s)

Exhibit C – General Terms and Conditions - GTC 307 3 Pages

Check mark one item below as Exhibit D: 1 Page(s)

Exhibit D-Special Terms and Conditions  
 (Attached hereto as part of this Agreement)

Exhibit D\*-Special Terms and Conditions

5. Name of Program: County Petroleum Products Compliance and Weighmaster Enforcement Programs

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

|   |                         |   |
|---|-------------------------|---|
| <b>CONTRACTOR</b>   |                         | <i>California Department of General Services Use Only</i> |
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)                 |                         |   |
| <b>COUNTY OF SAN FRANCISCO</b>  |                         |   |
| BY (Authorized Signature)<br> | DATE SIGNED<br>4/2/2010 |   |
| PRINTED NAME AND TITLE OF PERSON SIGNING<br>Miguel A. Monroy, Sealer of Weights & Measures                      |                         |   |
| ADDRESS<br>1390 Market Street, Suite 822, San Francisco, CA 94102   |                         |   |
| <b>STATE OF CALIFORNIA</b>  |                         |   |
| AGENCY NAME<br><b>DEPARTMENT OF FOOD AND AGRICULTURE</b>  |                         |   |
| BY (Authorized Signature)<br>—  | DATE SIGNED             |   |
| PRINTED NAME AND TITLE OF PERSON SIGNING<br>JANICE L. PRICE, CONTRACTS MANAGER                                  |                         |   |
| ADDRESS<br>1220 N STREET, ROOM 115, SACRAMENTO, CA 95814  |                         |   |

Exempt per: DGS Letter 28.6

**EXHIBIT A  
(County Agreement)**

**SCOPE OF WORK**

1. Contractor agrees to provide the services described herein:

Contractor will inspect for compliance in accordance to the California Business Professions Code: 1) The petroleum and automotive products advertising and labeling (Code Section 13434), and 2) The weighmaster records and verification inspections (Division 5, Chapter 7, and the California Code of Regulations, Title 4, Division 9, Chapter 9).

2. The contract managers for this Agreement are:

| <b>FOR CDFA: THE PROGRAM CONTRACT<br/>MANAGER IS:</b> | <b>FOR CONTRACTOR:</b>                 |
|---|--|
| Name: Gary Castro                                     | Name: Miguel Monroy                    |
| Section/Unit: Division of Measurement Standards       | Section/Unit: County of San Francisco  |
| Address: 6790 Florin Perkins Road Suite 100           | Address: 1390 Market Street, Suite 822 |
| City/Zip: Sacramento, CA 95828                        | City/Zip: San Francisco, CA 94102      |
| Phone: (916) 229-3049                                 | Phone: (415) 252-3830                  |

3. See Attachment 1 to this Scope of Work for a detailed description of work to be performed and duties of all parties.

4. The County will be reimbursed for the following programs

|                                    |                   |
|------------------------------------|-------------------|
| a. Petroleum Products Compliance   | \$6,900.00        |
| b. Weighmaster Enforcement Program | \$1,350.00        |
| <b>Total Contract Amount:</b>      | <b>\$8,250.00</b> |

## SCOPE OF WORK

### Initial Inspections:

In the best interest of the State, in accordance with California Business and Professions Code Section 13434, and under the authority of the Secretary of the Department of Food and Agriculture (CDFA); the Division of Measurement Standards (Division) and the County of San Francisco (County) agree to the following:

An initial inspection is the first inspection in the fiscal year of a location where the *primary* business is the sale of petroleum products (i.e., retail service stations, distributors of engine fuels, oils, quick-lube shops, etc.).

An initial inspection shall include the verification of compliance with the appropriate provisions of the Business and Professions Code and California Code of Regulations relating to the advertising and labeling of petroleum and automotive products, and to verify compliance with the provisions of Section 13660 at the location. Inspection reports shall be made for each establishment inspected on forms supplied by or approved by the Division containing legible heading and violation information. Two copies of the inspection reports shall be sent to the regional field office. The original inspection reports shall be maintained at said county Office of Weights and Measures for three years and be made available to the Department of Food and Agriculture, Division of Measurement Standards, upon request.

The Department will pay said County \$75.00 for each initial inspection of establishments selling or distributing petroleum and/or automotive products; provided the inspection is done to determine compliance with California Business and Professions Code, Division 5, Chapters 14, 14.5 and 15. The total allocation to said County for these inspections shall not exceed \$6,900.00 for this agreement. This represents 92 initial inspections per fiscal year.

### Inspection Requirements

The Division reserves the rights to, at its discretion, assign and direct the county to take designated samples of bulk automotive or petroleum products for the purpose of marketplace surveys. The locations visited for the purpose of obtaining these designated samples shall be counted as inspections authorized by this agreement and will be paid at \$75.00 per location. The assigned number of inspections at brake shops, quick-lube shops, and other retail establishments selling bulk petroleum products or automotive products shall not exceed 10% of the total annual initial inspections authorized. Prior to being assigned sampling duties, the Division will provide training in the proper sampling and sample tag/chain of evidence completion procedures. Unless directed otherwise, all samples are to be submitted to the Division's Sacramento laboratory.

Sample containers and subvention sample identification tags will be provided by the Division. Payment for samples and transportation of the sample to the Division's Sacramento laboratory shall be the responsibility of said County. The color coded subvention sample identification tags must be used on subvention samples to identify them for reimbursement verification. Said County will use the inspection and sampling procedures outlined in the Division of Measurement Standards' "Petroleum Products Inspection and Sampling Procedure Manual." Off sale of samples not meeting product specifications shall be the responsibility of the County or the Division, if requested to do so by the County, and will be handled in accordance with the guidelines established in the Division's "Citation Procedure Manual."

Nothing in this agreement prevents or precludes Division staff from performing routine location inspections within the county. The Division also reserves the right to do random re-inspections of locations that were billed for by the County. These re-inspections will be performed by Division staff for the purpose of evaluating the work of the county. Enforcement action, if needed, will be taken by Division staff following the "Citation Procedure Manual" guidelines. The county will be notified when Division staff is performing location inspections within the county.

Said County agrees that appropriate enforcement action shall be taken upon discovery of violation(s) at the location being inspected. The enforcement actions will be handled in accordance with the guidelines established in the Division's "Citation Procedure Manual." When an enforcement action other than the issuance of a Notice of Violation (NOV) is specified and said county is unable or fails to take that action, the Division shall take the specified enforcement action. Payment for the inspection will be withheld if enforcement action is not taken against the violator.

**All requests for payment** shall be made using the Petroleum Subvention Contract Invoice, supplied, and shall include the official county letterhead.

Funds will be disbursed to the County on approval of the invoice submitted quarterly. Included with the invoice shall be a list stating the total number of initial inspections conducted, the name and address of the location inspected, the number of designated samples taken, the name and location where the samples were taken, and the amount of money requested.

The invoice for billing shall be submitted to the Division of Measurement Standards Office in Sacramento.

**Completed legible copies of both the pink and goldenrod report forms are to be forwarded to the regional office within (five) working days after completion of the inspection.**



# County Letterhead

## Petroleum Subvention Contract

# INVOICE

**To:**

California Department of Food & Agriculture  
Division of Measurement Standards  
6790 Florin Perkins Road, Suite 100  
Sacramento, CA 95828  
Attn: Gary Castro, Contract Manager

Agreement #

Fiscal Year:

Quarter:

PCA #

55001

In accordance with the California Business and Professions Code Section 13434, funds have been allocated for CDFA to pay the County of the sum of \$ \_\_\_\_\_ per fiscal year.

The County has complied with the conditions as required.

**Approved:** \_\_\_\_\_  
County Representative

Date: \_\_\_\_\_

**Approved:** \_\_\_\_\_  
Division of Measurement Standards

Date: \_\_\_\_\_

Include a summary list stating the total number of initial inspections conducted, the number of designated samples taken, and the amount of money requested.

## SCOPE OF WORK

### Initial Audit Inspections:

The CDFA will pay the County of San Francisco (County) \$75.00 for each initial audit inspection of an establishment licensed as a weighmaster; provided the inspection is done to determine compliance with California Business and Professions Code, Division 5, Chapter 7 and California Code of Regulations, Title 4, Division 9, Chapter 9. The total allocation to the County for these inspections shall not exceed **\$675.00** for this agreement. This represents 9 initial inspections per fiscal year or approximately 20% of the licensed locations in the County.

An initial audit inspection is the first audit inspection in the fiscal year of a business location that is operating as a licensed weighmaster.

Locations to be visited for initial audit inspections shall be chosen from those licensees that have not been inspected in the proceeding four (4) years. The exception to this will be a county that has a limited number of licensed locations that would not permit it. When a location is found to be out of business, an audit report form shall be completed indicating that the location is no longer in business. **Out of business locations are not billable. An alternate location shall be selected for an audit.**

### Verification Inspections:

The CDFA will also pay the County in accordance with the following rate schedule for the indicated type of verification inspections; provided the inspection is done to determine compliance with California Business and Professions Code, Division 5, Chapter 7 and California Code of Regulations, Title 4, Division 9, Chapter 9. The total allocation to the County for these inspections shall not exceed **\$675.00** for this agreement.

Common Tare Weights @ \$75.00 each

Predetermined Individual Tare Weights @ \$37.50 each

Seasonal Tare Weights (Cab Cards) @ \$37.50 each

Follow-up Audit Inspection to verify previous "substantial" violations are corrected @ \$75.00 each

Undercover Purchases/Sales (excluding CRV containers) at businesses licensed under Chapter 7 @ \$75.00 each

Verified unlicensed weighmaster location that licensed as a result of a documented county informational visit – must verify they have become licensed and include license number on invoice for payment @ \$37.50 each

### Inspection Requirements:

Any inspection shall include the verification of compliance with the appropriate provisions

of the Business and Professions Code and the California Code of Regulations relating to weighmasters at the location. Inspection reports shall be made for each establishment inspected on forms supplied by the Division of Measurement Standards (Division). The original inspection reports shall be maintained at the County Office of Weights and Measures for three years and be made available to the Department of Food and Agriculture, Division of Measurement Standards, upon request.

The Division reserves the rights to, at its discretion, assign and direct the County to inspect the specified Weighmaster licensees for the purpose of marketplace surveys or follow up inspections. The locations visited for the purpose of performing these designated inspections shall be counted as inspections authorized by this agreement. The assigned number of inspections shall not exceed 10% of the total annual initial inspections authorized.

The Division reserves the right to do random re-inspections of locations that were billed for by the County. These re-inspections will be performed by Division staff for the purpose of evaluating the work of the county. Enforcement action, if needed, will be taken by Division staff following the "Citation Procedure Manual" guidelines.

The County will use the inspection procedures outlined in the Division's "Weighmaster Enforcement Program Procedure Manual."

The County agrees that appropriate enforcement action shall be taken upon discovery of violation(s) at the location being inspected. The enforcement actions will be handled in accordance with the guidelines established in the Division's "Citation Procedure Manual." When an enforcement action other than the issuance of a Notice of Violation (NOV) is specified and the County is unable or fails to take that action, the Division shall take the specified enforcement action. Payment for the inspection will be withheld if enforcement action is not taken against the violator.

**All requests for payment** shall be made using the Weighmaster Subvention Contract Invoice, supplied, and shall include the official county letterhead.

Funds will be disbursed to the County on approval of the invoice submitted quarterly. Included with the invoice shall be a list stating the total number of inspections conducted, the type of inspection conducted at each location, the Weighmaster license name, the Weighmaster license number, and the amount of money requested.

The invoice for billing shall be submitted to the Division of Measurement Standards Office in Sacramento. **Completed legible copies of both the pink and goldenrod report forms, copies of cab card and other tare weight verification forms, and copies of single transaction report forms are to be forwarded to the regional office within (five) working days after completion of the inspection.**

# County Letterhead

## Weighmaster Subvention Contract

### INVOICE

To:

California Department of Food & Agriculture  
Division of Measurement Standards  
6790 Florin Perkins Road, Suite 100  
Sacramento, CA 95828  
Attn: Gary Castro, Contract Manager

Agreement #

Fiscal Year:

Quarter:

PCA #

54001

In accordance with the California Business and Professions Code Section 12709, funds have been allocated for CDFA to pay the County of \_\_\_\_\_ the sum of \$ \_\_\_\_\_ per fiscal year.

The County has complied with the conditions as required.

Approved: \_\_\_\_\_  
County Representative

Date: \_\_\_\_\_

Approved: \_\_\_\_\_  
Division of Measurement Standards

Date: \_\_\_\_\_

Include a summary list stating the total number of initial inspections conducted, the type of inspection conducted at each location, the weighmaster license name, the weighmaster license number, and the amount of money requested.

**EXHIBIT B  
(County Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears. Invoices shall be submitted to the designated CDFA Contract Manager for this Agreement.
- C. Any travel and subsistence payments authorized under this agreement shall be paid as needed to execute the work. The maximum travel rates allowable are those established in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations 559.619.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Funding Sources for County Contracts (If no Federal Funds, this Section is not applicable)**

An annual report of expenditures, where county payments are supported by Federal funds, will be issued by CDFA Administrative Services, Financial Services Branch. This report will be issued by September 30<sup>th</sup> for invoices submitted prior to July 31st for services rendered in the prior State Fiscal Year.

Federal and State Regulations - The County will comply with all Federal and State regulations and requirements. The County must ensure they have an adequate accounting system in place and appropriate internal controls to ensure expenditures are tracked and maintained.

All sub-recipients of Federal awards shall comply with the Code of Federal Regulations (CFR) Title 2, Part 225 - Cost Principles for State and Local Governments and Title 7, Part 3016 - Uniform Administrative Requirements for Grants and Cooperative Agreements to state and local governments.

Federal 2 CFR 225 (OMB Circular A-87) can be found at the following website:  
<http://training.fws.gov/fedaid/toolkit/2cfr225.pdf>

Federal 7 CFR 3016 can be found at the following website:  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_01/7cfr3016\\_01.html](http://www.access.gpo.gov/nara/cfr/waisidx_01/7cfr3016_01.html)

The State's accounting standards and procedures for counties provided by the State Controller's Office are located at the following website: <http://www.sco.ca.gov/ard/manual/cntyman.pdf>

**BUDGET**

**County: San Francisco**

|                                 |           |                                  |
|---------------------------------|-----------|----------------------------------|
| Petroleum Products Enforcement: | PCA 55001 | \$ 6,900.00                      |
| Weighmaster Enforcement:        | PCA 54001 | <u>\$ 1,350.00</u>               |
| <b>Total Contract Amount:</b>   |           | <b><u><u>\$ 8,250.00</u></u></b> |

EXHIBIT C  
(County Agreement)

GENERAL TERMS AND CONDITIONS GTC 307

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS:** Time is of the essence in this Agreement.

13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.



b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**EXHIBIT D  
(County Agreement)**

**SPECIAL TERMS AND CONDITIONS**

**1. Excise Tax**

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

**2. Settlement of Disputes**

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. Such Notice of Dispute shall contain the Agreement number. Within ten (10) days of receipt of such Notice of Dispute, the Agency Secretary, or Designee, shall meet with the Contractor and the CDFA project manager for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

**3. Agency Liability**

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**4. Potential Subcontractors**

If Contractor subcontracts out a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**5. Right To Terminate**

The State reserves the right to terminate this Agreement without cause subject to 30 days written notice to the Contractor. However, this Agreement can be immediately terminated by the State for cause.

Contractor may terminate this Agreement for cause and be relieved of any further obligations subject to a 60-day written notice to the State, only if contractor can no longer perform its responsibilities or if the State fails to perform its responsibilities as provided herein. Upon such termination, the State shall be relieved of any further payments and this Agreement shall be cancelled.

San Francisco Department of Public Health  
 Environmental Health Section - Agriculture, Weights & Measures Programs  
 Egg Quality Control Grant

**Budget**  
**Fiscal Year 2010-2011**

| <b>Job Class Personnel Cost</b> | <b># of position</b> | <b>Month</b> | <b>Salary</b> | <b>FTE</b>       | <b>Budget</b>            |
|---------------------------------|----------------------|--------------|---------------|------------------|--------------------------|
| 3450 Agricultural Inspector     | 2                    | 12           | \$59,592      | 0.0185394        | \$2,209.60               |
| <b>Total FTE &amp; Salaries</b> |                      |              |               | <u>0.0185394</u> | <u>\$2,209.60</u>        |
| Fringe Benefits                 |                      |              |               | 33%              | \$729.17                 |
| <b>Total Expense</b>            |                      |              |               |                  | <u><u>\$2,938.77</u></u> |

San Francisco Department of Public Health  
 Environmental Health Section - Agriculture, Weights & Measures Programs  
 Petroleum & Weighmaster Grant

**Budget**  
**Fiscal Year 2010-2011**

| Job Class Personnel Cost                | <u># of position</u> | <u>Month</u> | <u>Salary</u> | <u>FTE</u>       | <u>Budget</u>            |
|---|----------------------|--------------|---------------|------------------|--------------------------|
| 6220 Inspector of Weights<br>& Measures | 2                    | 12           | \$59,592      | 0.0524399        | \$6,250.00               |
| Total FTE & Salaries                    |                      |              |               | <u>0.0524399</u> | <u>\$6,250.00</u>        |
| Fringe Benefits                         |                      |              |               | 32%              | \$2,000.00               |
| <b>Total Expense</b>                    |                      |              |               |                  | <u><u>\$8,250.00</u></u> |