

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

302  
A



**FROM:** Agricultural Commissioner's Office

**SUBMITTAL DATE:**

March 23, 2011

**SUBJECT:** Standard Agreement No. 11-0031-SA Regarding the Petroleum Product Sampling and Weighmaster Enforcement Programs.

**RECOMMENDED MOTION:** That the Board of Supervisors:

- 1) Approve Standard Agreement No. 11-0031-SA with the California Department of Food and Agriculture in the amount of \$30,675 for FY 11/12; and
- 2) Authorize the chairman to sign the agreement.

**BACKGROUND:** This agreement is renewed annually and provides for county reimbursement for all costs associated with these two programs. The Petroleum Product Sampling program involves conducting quality control inspections of businesses that sell various petroleum products and for sampling of petroleum products to determine compliance with the California Business and Professions Code. The Weighmaster Enforcement Program involves conducting undercover purchases/sales at licensed weighmaster locations, as well as conducting verification inspections on common tare weights. Revenue from this source was included in the Agricultural Commissioner's FY 11/12 budget request. The contract was approved as to form by County Counsel.

*John Snyder*  
**John Snyder, Agricultural Commissioner/  
 Sealer of Weights and Measures**

|                       |                               |           |                         |           |
|-----------------------|-------------------------------|-----------|-------------------------|-----------|
| <b>FINANCIAL DATA</b> | Current F.Y. Total Cost:      | \$ 30,675 | In Current Year Budget: | No        |
|                       | Current F.Y. Net County Cost: | \$        | Budget Adjustment:      | No        |
|                       | Annual Net County Cost:       | \$        | For Fiscal Year:        | 2011/2012 |

|   |                                  |                          |
|---|----------------------------------|--------------------------|
| <b>SOURCE OF FUNDS:</b> California Department of Food and Agriculture | Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
|   | Requires 4/5 Vote                | <input type="checkbox"/> |

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *Denise C. Harden*  
 Denise C. Harden

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
 BY: *NEAL R. KIPNIS* DATE: *3/23/11*  
 Departmental Concurrence

ept Recomm.:  Consent  Policy  
 er Exec. Ofc.:  Consent  Policy

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Buster, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: April 26, 2011  
 xc:11 156 10 1115:28  
 Agric: Comm.

Kecia Harper-Ihem  
 Clerk of the Board  
 By: *Kecia Harper-Ihem*  
 Deputy

**Prev. Agn. Ref.: 04/20/10 item 3.18 | District: All | Agenda Number:**

ATTACHMENTS FILED  
 WITH THE CLERK OF THE BOARD

3.9

CLERK'S COPY

Department of Food and Agriculture  
GRANT AGREEMENT  
FFMO-03 (Rev. 12/10)

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

COOPERATIVE AGREEMENT  
SIGNATURE PAGE

|                  |
|------------------|
| AGREEMENT NUMBER |
| 11-0031-SA       |

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

STATE AGENCY'S NAME  
DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME  
COUNTY OF RIVERSIDE

2. The term of this Agreement is: July 1, 2011 through June 30, 2012

3. The maximum amount of this Agreement is: \$30,675.00

Thirty Thousand Six Hundred Seventy-five Dollars and Zero 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 – Recipient and Project Information Attachment 1 – Scope of Work 7 Page(s)
- Exhibit B – Budget & Payment Provisions Attachment 1 – Budget 3 Page(s)
- Exhibit C – General Terms and Conditions 3 Page(s)

ATTEST:

KECIA HARPER-IHEM, Clerk

By *[Signature]*  
DEPUTY

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

RECIPIENT

RECIPIENT'S NAME (State County or Organization's name.)  
COUNTY OF RIVERSIDE

BY (Authorized Signature)

DATE SIGNED (Do not type)

*[Signature]*

4/26/11

PRINTED NAME AND TITLE OF PERSON SIGNING  
BOB BUSTER

CHAIRMAN, BOARD OF SUPERVISORS

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME  
DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)

DATE SIGNED (Do not type)

*[Signature]*

PRINTED NAME AND TITLE OF PERSON SIGNING  
KATHY ALAMEDA, MANAGER - FEDERAL FUNDS MANAGEMENT OFFICE

ADDRESS

1220 N STREET, ROOM 120, SACRAMENTO, CA 95814

FORM APPROVED COUNTY COUNSEL 3/20/11  
DATE  
BY: NEAL R. KIPNIS

**EXHIBIT A**

**RECIPIENT AND PROJECT INFORMATION**

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:  
 Inspections for compliance of Business & Professions Code, Division 5.
2. The Managers for this Agreement are:

| <b>FOR CDFA:</b> |  | <b>FOR RECIPIENT:</b> |   |
|------------------|--|-----------------------|---|
| Name:            | Dave Lazier  | Name:                 | John Snyder                                 |
| Section/Unit:    | Measurements Standards<br>Petroleum Products Program | Section/Unit:         | COUNTY OF RIVERSIDE                         |
| Address:         | 6790 Florin Perkins Road,<br>Suite 100               | Address:              | 4080 Lemon Street, Room 19<br>P.O. Box 1089 |
| City/State/Zip:  | Sacramento, CA 95828                                 | City/State/Zip:       | Riverside, CA 92502-1089                    |
| Phone:           | 916-229-3049   | Phone:                | 951-955-3045                                |
| Email Address:   | dlazier@cdfa.ca.gov                                  | Email Address:        | john@rivcoag.org                            |

3. For a detailed description of work to be performed and duties, see Attachment 1, Scope of Work.

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.**

## SCOPE OF WORK

### Initial Audit Inspections:

The CDFA will pay the County of Riverside (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 **\$3,525.00** for this agreement. This represents **47** 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 **\$3,525.00** 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 California Redemption Value (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

# County Letterhead

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## Weighmaster Subvention Contract

INVOICE

To:

California Department of Food & Agriculture  
Division of Measurement Standards  
6790 Florin Perkins Road, Suite 100  
Sacramento, CA 95828  
Attn: Dave Lazier, 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.

travel must comply with the "Fly America Act" U.S.C. Title 49 § 40118, government-financed air transportation.

- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

6. **Budget**

For a detailed budget for all work to be performed under the Scope of Work, see Attachment 1, Budget.

**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

**1. Approval**

This Agreement is of no force or effect until signed by both parties. The Recipient may not commence performance until such approval has been obtained.

**2. Assignment**

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the CDFA, in the form of a form of writing.

**3. Indemnification**

Recipient 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 Recipient in the performance of this Agreement.

**4. Disputes**

Recipient will continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient will file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. The Notice of Dispute will contain the Agreement number. Within ten (10) days of receipt of the Notice of Dispute, the Agency Secretary, or Designee, will meet with the Recipient, CDFA Program Management, and FFMO Management for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee will be final. In the event of a dispute, the language contained within this Agreement will prevail.

**5. Potential Contractors**

If the Recipient contracts for a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise, will create any contractual relation between the State and any contractors, and no contract will relieve the Recipient of their responsibilities and obligations hereunder. The Recipient agrees to be as fully responsible to the State for the acts and omissions of its contractors 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 Recipient. The Recipient's obligation to pay its contractors is an independent obligation from the State's obligation to make payments to the Recipient. As a result, the State will have no obligation to pay or to enforce the payment of any moneys to any contractor.

**6. Independent Recipient/Contractor**

Recipient, and the agents and employees of Recipient, in the performance of this Agreement, will act in an independent capacity and not as officers or employees or agents of the State.

**7. Recycling Certification**

The Recipient will 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 will specify that the cartridges so comply (Pub. Contract Code §12205).



Recipient agrees to complete all reporting requirements listed in Exhibit A, Attachment 1, Scope of Work.

**15. Publicity and Acknowledgement**

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material.

**16. Amendments**

Changes to Exhibit A, Attachment 1, Scope of Work, Exhibit B, Attachment 1, Budget, or the Agreement term, must be requested in writing to the CDFA Agreement Manager via letter, fax or email no later than thirty (30) days prior to the requested implementation date. CDFA Agreement Manager will respond in writing via letter, fax or email as to whether the proposed changes are accepted. Any changes to the Scope of Work, Budget, or Agreement term must be approved in writing by CDFA prior to implementation. If approved by CDFA, the agreed upon changes will be made and become part of this Agreement. Agreements that are within twenty-nine (29) days or less of the termination date cannot be amended.

# RESOLUTION

**BE IT RESOLVED** by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, April 26, 2011, that Bob Buster, the Chairman of this Board is authorized and directed to execute on behalf of said County the State Standard Agreement No. 11-0031-SA between Riverside County and California Department of Food and Agriculture providing: for the Petroleum Product Sampling and Weighmaster Enforcement Programs.

Roll Call:

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER-IHEM, Clerk of said Board

By:  \_\_\_\_\_

Deputy