

**COOPERATIVE AGREEMENT  
SIGNATURE PAGE**

AGREEMENT NUMBER
<b>15-0121-SA</b>

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

STATE AGENCY'S NAME

**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**

RECIPIENT'S NAME

**COUNTY OF SANTA BARBARA**

2. The term of this Agreement is: July 1, 2015 through June 30, 2016

3. The maximum amount of this Agreement is: \$1,920.00  
One Thousand Nine Hundred Twenty 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:                              | 4 Page(s) |
| • Recipient and Project Information     |           |
| • Scope of Work                         |           |
| Exhibit B:                              | 2 Page(s) |
| • Payment Provisions and Budget         |           |
| • Budget                                |           |
| Exhibit C: General Terms and Conditions | 2 Page(s) |

Name of Project: Weighmaster Program

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

**RECIPIENT**

RECIPIENT'S NAME (Organization's Name)

**COUNTY OF SANTA BARBARA**

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

263 Camino Del Remedio, Santa Barbara, CA 93110-1335

**STATE OF CALIFORNIA**

AGENCY NAME

**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**CRYSTAL MYERS, MANAGER, FEDERAL FUNDS MANAGEMENT OFFICE**

ADDRESS

1220 N STREET, ROOM 120  
SACRAMENTO, CA 95814

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## EXHIBIT A

### RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:  
The CDFA will pay the County \$240 for each initial inspection of an assigned junk dealer and recycler establishment licensed as a Weighmaster to determine compliance with BPC Section 12703.1.
2. The Managers for this Agreement are:

<b>FOR CDFA:</b>		<b>FOR RECIPIENT:</b>	
Name:	Lance Simmons / Rebecca Bland	Name:	Cathleen Fisher
Section/Unit:	Measurement Stds / Weighmaster	Section/Unit:	COUNTY OF SANTA BARBARA
Address:	6790 Florin Perkins Road, Suite 100	Address:	263 Camino Del Remedio
City/State/Zip:	Sacramento, CA 95828	City/State/Zip:	Santa Barbara, CA 93110-1335
Phone:	916-229-3000	Phone:	805-681-5600
Email Address:	lance.simmons@cdfa.ca.gov / rebecca.bland@cdfa.ca.gov	Email Address:	cfisher@co.santa-barbara.ca.us

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

## SCOPE OF WORK

In the best interest of the State, in accordance with the California Business and Professions Code (BPC), Division 5, Chapter 7, Section 12703.1, 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 Santa Barbara (County) agree to the following:

The Division will pay the County \$240.00 for each completed initial inspection of an assigned junk dealer or recycler establishment licensed as a weighmaster to determine compliance with Business and Professions Code Section 12703.1. For purposes of this Agreement, a “junk dealer” and “recycler” are as defined in BPC Sections 21601 and 21605(b). An initial inspection is the first inspection in the fiscal year of a business location after renewal or issuance of a weighmaster license. The total allocation to the County for these inspections shall not exceed \$1,920.00 for this Agreement.

The County shall obtain all required information regarding a newly licensed junk dealer or recycler weighmaster via the county “undisclosed” link. The County shall have 75 calendar days after issuance of a license to conduct a physical initial inspection at each assigned junk dealer or recycler weighmaster location. Failure to perform an inspection within 75 calendar days shall result in nonpayment.

The County shall complete an initial inspection of all the information required in the application as per BPC 12703.1. (c) (1). Findings shall be recorded on the Weighmaster Inspection Report (Form 42-009, Rev. 11/13) supplied by the Division.

An initial inspection shall verify the following items are materially accurate:

- Weighmaster License Application information;
- Business License information;
- Weighmaster License information;
- Thumbprinting equipment is functioning and in good working order;
- Photograph/camera equipment is functioning and in good working order;
- Business has a stormwater permit, or has applied for a stormwater permit, or substantiation the stormwater permit is not required; and
- Commercial weighing devices are sealed.

The County may observe other violations while performing an initial inspection. The County agrees to document and take the appropriate enforcement action upon

Weighmaster Enforcement  
(Junk Dealers and Recyclers)

discovery of any violation of weights and measures law during the inspection, as per BPC 12015.

Within five (5) calendar days of conducting a physical initial inspection, the County shall scan/pdf the completed Weighmaster Inspection Report and upload it to the Division via the county "undisclosed" link. For business locations failing an initial inspection, all supporting evidence (documents/photographs in pdf, jpg, or png format) shall also be uploaded via the county "undisclosed" link. **Note:** The Weighmaster Inspection Report must be scanned or photographed separately from any supporting documents; however, the supporting documents/photographs may be combined into one file. Uploading the Weighmaster Inspection Report and any supporting documents completes the initial inspection and entitles the County to payment. The County agrees to follow these procedures. Failure to comply will result in nonpayment.

When a location is found to be out of business, the County shall complete and upload a Weighmaster Inspection Report indicating the location is no longer in business and notify the Division in accordance with the instructions above. Out of business locations are not billable.

The original Weighmaster Inspection Report shall be maintained at the County Office of Weights and Measures for three (3) years and be made available to the Division upon request.

All requests for payment under this Agreement shall be made on County official letterhead. The invoice shall include a summary sheet with the following information: the number of inspections completed, a list of locations where the inspections were conducted, the weighmaster license name, the weighmaster license number, and the amount of money requested. The County shall submit its invoice in pdf, jpg, or png format by uploading the invoice and summary sheet via the county "undisclosed" link. The County agrees to follow these invoice procedures. Failure to comply will result in nonpayment. Funds will be disbursed to the County on approval of the invoice submitted quarterly.

# County Letterhead

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## Weighmaster Agreement

## INVOICE

**To:**

California Department of Food & Agriculture  
Division of Measurement Standards  
6790 Florin Perkins Road, Suite 100  
Sacramento, CA 95828  
Attn: Lance Simmons, Agreement Manager

Agreement #

Fiscal Year:

**FY 15/16**

Quarter:

PCA #

**54001**

In accordance with the California Business and Professions Code Section 12703.1, 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 completed, location of inspections, the weighmaster license name, the weighmaster license number, and the amount of money requested. **Please submit invoice in pdf, jpg, or png format by uploading via the county "undisclosed" link.**

## EXHIBIT B

### PAYMENT PROVISIONS AND BUDGET

#### 1. Invoicing and Payment

- A. For activities performed according to the attached Scope of Work, Budget and the terms of this Agreement, and upon receipt and approval of the invoices, the CDFA agrees to compensate the Recipient for actual allowable expenditures incurred in accordance with this Agreement and stated herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in Exhibit A, Scope of Work, monthly invoices must be submitted to the CDFA Agreement Manager, within thirty (30) calendar days after the end of each month in which activities under this Agreement were performed
- D. A final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

#### 2. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA will have the option to either terminate this Agreement with no liability occurring to the CDFA, or offer to amend the Agreement to reflect the reduced amount.

#### 3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

#### 4. Allowable Line Item Shifts

The Recipient must obtain written approval from the CDFA Agreement Manager for any line-item shifts.

#### 5. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures subject to this Agreement to permit the determination of the allowability of expenditures reimbursed by the CDFA under this Agreement. If CDFA cannot determine expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, the CDFA may disallow the expenditure.
- B. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).
- C. If international travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations. All international travel must comply with the "Fly America Act" USC Title 49 § 40118.
- D. The Recipient must maintain and have available, upon request by the CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation must 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 of all the activities to be performed under the Scope of Work, see attached Budget.

**BUDGET**

**County: Santa Barbara**

Weighmaster Enforcement:

PCA 54001

**8** Site Inspections at \$240.00 per Inspection:

**\$ 1,920.00**

**Total Agreement Amount:**

**\$ 1,920.00**

## 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 invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

#### 2. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the Agreement Manager, in the form of a formal written amendment.

#### 3. Mutual Liability

Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the full extent required by law.

#### 4. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute with the CDFA. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the Agreement Manager must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

#### 5. Contractors/Consultants

The Recipient must obtain prior approval from the CDFA Agreement Manager before hiring contractors, consultants or both. Recipient must follow their organization's written procurement policy and in the absence of a written policy or when the policy does not require competition the organization must conduct a competitive procurement process. The procedures must reflect applicable State and local laws and regulations and all contractors must have the proper licenses/certificates required in their respective disciplines.

A contract under this Agreement must be a written Agreement between the Recipient and the Contractor/Consultant, and must state the activities to be performed, the time schedule, the policies and requirements that apply to the Contractor/Consultant, the amount of the contract, and the requirements and restrictions to be used in determining allowable costs. The contract must not affect the Recipient's overall responsibilities for the management of the project, and the Recipient must reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement. If the Recipient contracts for a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise shall create any contractual relation between the CDFA and any Contractor/Consultant, and no contract shall relieve the Recipient of its responsibilities and obligations hereunder. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. The CDFA shall have no obligation to pay or to enforce the payment of any monies to any Contractor/Consultant.

The Recipient agrees to be as fully responsible to the CDFA 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, and the agents and employees of the Recipient, in the performance of this Agreement, will act in an independent capacity and not as officers or employees or agents of the State.

#### 6. Non-Discrimination Clause

The Non-Discrimination Clause applies to the extent that the requirements therein are applicable to the Federal Government. During the performance of this Agreement, Recipient and its contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, and denial family care leave.

The Recipients and contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (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. Recipient and its contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.



**7. Governing Law**

This Agreement is governed by and must be interpreted in accordance with all applicable Federal and State laws.

**8. 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 will not be affected thereby.

**9. 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 CDFA 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.

**10. Right to Terminate**

This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

**11. Termination for Cause**

The CDFA may terminate this Agreement should the Recipient fail to perform the requirements of this Agreement at the time and in the manner herein provided. However the Recipient will have fifteen (15) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within fifteen (15) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all project specific costs incurred through the date of termination, including all uncancellable obligations, subject to the requirements of 2 CFR 200.471, applicable to sponsored agreements.

**12. Reporting Requirements**

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

**13. 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, publications, audiovisuals, presentations or other types of promotional material. Recipients may not use the United States Department of Agriculture logo or the CDFA logo.

**14. Property Damage Claims Process**

Should the property owner claim damages arising under, related to or involving this Agreement, the Recipient shall forward the property owner's written request for compensation to the CDFA Agreement Manager. The written request shall be fully supported by factual information. The Agency Secretary or designee will have thirty (30) calendar days after receipt of the written request to render a written decision. If a written decision is not rendered within thirty (30) calendar days after receipt of the request or the property owner disputes the CDFA's decision, the property owner may file a claim with the Victims Compensation Government Claims Board.

**15. Force Majeure**

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, or similar occurrences.

**16. Amendments**

Changes to Exhibit A, Scope of Work, Exhibit B, Budget, or the end date, must be requested in writing to the CDFA Agreement Manager via letter, fax or email no later than sixty (60) calendar days prior to the requested implementation date. Any changes to the Scope of Work, Budget, and end date are subject to Agreement Manager approval, and, at its discretion, the Agreement Manager may choose to accept or deny these changes. A formal amendment to the Agreement is required for these changes. No amendments are possible if the Agreement is expired.