

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

111A



FROM: Agricultural Commissioner's Office

SUBMITTAL DATE:
July 12, 2012

SUBJECT: Standard Agreement No. 12-0210-SA Regarding Egg Quality Control.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Standard Agreement No. 12-0210-SA in the amount of \$34,358 for FY 12/13; and
2. Authorize the chairman to sign the agreement.

BACKGROUND: This agreement is renewed annually and provides funding for the inspection and enforcement of California's Egg Quality Control standards. Revenue from this source was included in the Agricultural Commissioner's FY 12/13 budget request. This agreement was approved as to form by County Counsel.

John Snyder

John Snyder, Agricultural Commissioner/
Sealer of Weights and Measures

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 34,358	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/2013

SOURCE OF FUNDS: 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
Denise C. Harden
BY: _____
Denise C. Harden

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: *Marsha L. Victor*
MARSHA L. VICTOR
DATE: 7/16/12
Departmental Concurrence

Policy Policy
X
Consent Consent

Dept's Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: 06/14/11 item 3.9 | **District:** ALL | **Agenda Number:**

3.13

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

12-0210-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, 2012 through June 30, 2013

3. The maximum amount of this Agreement is: \$34,358.41
Thirty Four Thousand Three Hundred Fifty Eight Dollars and Forty One 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: 3 Page(s)

- Recipient and Project Information
- Scope of Work

Exhibit B: 2 Page(s)

- Budget & Payment Provisions
- Budget

Exhibit C – General Terms and Conditions 2 Page(s)

Name of Project: County Egg Inspection

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

RECIPIENT

FORM APPROVED COUNTY COUNSEL

BY: MARSHA L. VICTOR 7/16/12
DATE

RECIPIENT'S NAME (County's Name)
COUNTY OF RIVERSIDE

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

4080 Lemon Street, Room 19, Riverside, CA 92502

STATE OF CALIFORNIA

AGENCY NAME

DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

KATHY ALAMEDA, MANAGER - FEDERAL FUNDS MANAGEMENT OFFICE

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:

Pursuant to California Department of Food and Agricultural Code (Article 4 & 5, Sections 27551-27566), and the California Code of Regulations, (Title 3, Division 3), the California Department of Food and Agriculture will disburse funds for costs incurred in egg quality control activities.

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Penny Short	Name:	John Snyder
Section/Unit:	Animal Health/Egg Safety & Quality Management	Section/Unit:	COUNTY OF RIVERSIDE
Address:	1220 N Street	Address:	4080 Lemon Street, Room 19
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Riverside, CA 92502
Phone:	916-900-5091	Phone:	951-955-3045
Email Address:	psshort@cdfa.ca.gov	Email Address:	agdept@rivcoag.org

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

Scope of Work for State Inspectors 2012/2013

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, 2012 through June 30, 2013. 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 (1st quarter), October 1 to December 31 (2nd quarter), January 1 to March 31 (3rd quarter), and April 1 to June 30 (4th 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 10th 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.

EXHIBIT B

BUDGET 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 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.

Original invoices shall include the Agreement Number, dates-of-service, type of work performed, 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.

- B. Unless stated in Exhibit A, Scope of Work, monthly invoices must be submitted within thirty (30) days after the end of each month in which work under this Agreement was performed to the CDFA Agreement Manager.
- C. A final invoice will be submitted for payment no more than thirty (30) days following the expiration date of this Agreement, unless an alternate deadline is agreed to by the CDFA Agreement Manager. The invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the State 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 by the State Budget Act for purposes of this program, the State will have the option to either cancel this Agreement with no liability occurring to the State, 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

- A. Upon approval of the CDFA Agreement Manager, line item shifts of up to ten percent (10%) of a budget category amount are allowed without changes to Exhibit B, Budget, so long as the annual Agreement total dollar amount neither increases nor decreases.
- B. The Recipient shall obtain approval from the CDFA Agreement Manager when a line item shift amount is over ten percent (10%).

5. Allowable Expenses/Fiscal Documentation

- A. The Recipient will comply with all applicable State regulations.
- B. The Recipient will maintain adequate documentation for expenditures subject to this Agreement to permit the determination of the allowability of expenditures reimbursed by the State 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.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in Title 2, California Code of Regulations, Sections 599.619 and 599.630.
- D. 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" 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 attached Budget.

County of Riverside
 Funding and Inspection Display
 STATE ENFORCEMENT
 2012/2013 Fiscal Year

RETAIL INSPECTION		PRODUCTION INSPECTION	
Minimum 100 Egg Samples to be Inspected	0	Minimum 100 Egg Samples to be Inspected	490
Funding Per 100 Egg Samples	\$22.14	Quarterly 100 Egg Samples to be Inspected	123
Maximum Funding	\$0.00	Quarterly Funding	\$2,184.18
		Funding Per 100 Egg Samples	\$17.83
		Maximum Funding	\$8,736.70

WHOLESALE INSPECTION	
Minimum 100 Egg Samples to be Inspected	1437
Quarterly 100 Egg Samples to be Inspected	359
Quarterly Funding	\$6405.43
Funding Per 100 Egg Samples	\$17.83
Maximum Funding	\$25,621.71

TOTAL FUNDING	\$34,358.41
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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 work 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 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 Federal Funds 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).

8. Non-Discrimination Clause

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 of family care leave.

Recipients and contractors will insure 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 (Gov. Code §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.

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

9. Governing Law

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

10. 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.

11. 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.

12. Right to Terminate

CDFA reserves the right to terminate this Agreement subject to thirty (30) days written notice to the Recipient. The Recipient may submit a written request to terminate this Agreement only if CDFA substantially fails to perform its responsibilities as provided herein. However, the Agreement can be immediately terminated for cause.

13. Termination for Cause

The State may terminate this Agreement and be relieved of any payments should the Recipient 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 necessary by the State. All costs to the State will be deducted from any sum due the Recipient under this Agreement and the balance, if any, will be paid to the Recipient upon completion of the work.

14. Reporting Requirements

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