

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS DATE 7/25/15

Departmental Concurrence

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



FROM: Agricultural Commissioner's Office

SUBMITTAL DATE:
 July 9, 2015

SUBJECT: Standard Agreement No. 15-0399-SA Regarding Egg Quality Control.[50]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Standard Agreement No. 15-0399-SA in the amount of \$27,205 for FY 15/16; and
2. Authorize the chairman to sign the agreement.

BACKGROUND:

Summary

This agreement is renewed annually and provides funding for the inspection and enforcement of California's Egg Quality Control standards at production, wholesale, and retail locations. Revenue from this source was included in the Agricultural Commissioner's FY 15/16 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 Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ [27,205]	\$ 0	\$ [27,205]	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: California Department of Food & Agriculture
Budget Adjustment:
 For Fiscal Year: 2015/2016

C.E.O. RECOMMENDATION:

APPROVE
 BY: *Steven C. Horn*
 Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: 10/21/14 Item 3.5 | District: ALL | Agenda Number:

3-9

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Standard Agreement No. 15-0399-SA Regarding Egg Quality Control.[\\$0]**

DATE: July 9, 2015

PAGE: 2 of 2

BACKGROUND:

Impact on Citizens and Businesses

Citizens / consumers will be positively impacted in that they will be better assured of a consistent supply of fresh, high quality shell eggs. Shell egg producer businesses will be positively impacted in that high quality egg products will help to stimulate and maintain strong consumer demand.

SUPPLEMENTAL:

Contract History and Price Reasonableness

This agreement has been renewed each year since its inception in approximately FY 1976-77, and the dollar amount covers all related costs.

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER
15-0399-SA

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 RIVERSIDE

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

3. The maximum amount of this Agreement is: **\$27,205.30**
Twenty-seven Thousand Two Hundred Five Dollars and Thirty 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: 6 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: County Egg Inspections

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

RECIPIENT

RECIPIENT'S NAME (Organization'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 92502-1089

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

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kimms
DATE: 7/15/15

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The County will perform egg quality control activities per the California Food and Agricultural Code (Article 4 and 5, Sections 27551 through 27556) and the California Code of Regulations (Title 3, Division 3).
2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Penny Short	Name:	John Snyder
Section/Unit:	AHFSS / Meath, Poultry & Egg Safety Branch	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 92502-1089
Phone:	916-900-5091	Phone:	951-955-3045
Email Address:	penny.short@cdfa.ca.gov	Email Address:	agdept@rivcoag.org

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

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2015 – June 30, 2016

The county agrees to provide wholesale, production, and retail surveillance egg inspection services for the California Department of Food and Agriculture (CDFA), Egg, Safety and Quality Management Program (ESQM). The inspections shall be performed as provided in the Food and Agricultural Code (FAC), 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. Penalties imposed by the county for violations shall remain in the county.

This agreement is effective from July 1, 2015 through June 30, 2016. The county will receive payments upon submission of the following completed forms: quarterly Compliance and Risk Based Inspection (CRBI) reports, ESQM/County Cost Agreement and ESQM/Agreement Supplemental-A forms, County Report 9 forms, or forms generated by the CDFA CRBI Database available at: <https://apps4.cdfa.ca.gov/esqmprogram/Login.aspx>, as appropriate for the functions listed below:

- Production and Wholesale Inspections
- Retail Surveillance Inspections

Disbursements will be made for CRBI and Retail Surveillance work hours, which includes all of the following: Work completed quarterly - 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); Worksheets and forms are due to the ESQM District Supervisor by the tenth working day following the end of each quarter. Refer to fiscal display form 2015 (County Rate Chart Worksheet) for supervisory work hour disbursements. Late submission of invoices by the county will cause a delay in payments from ESQM.

Compliance and Risk Based Inspection (CRBI) for Shell Eggs:

The CRBI is based upon annual cases available per facility. The county will inspect one percent of each facility's annual cases available, monthly. Facilities that achieve three consecutive inspections within a quarter, will be inspected at a rate of 0.5 percent (one half percent of egg cases available) for the following quarter.

Should the compliance rate fall below 90 percent or the risk based violations are beyond the acceptable levels, as outlined below, then inspections shall revert to one percent of the egg cases available.

Acceptable Levels:

- Category 1 – Refrigeration issues (cold room and transport vehicles)
 - Two infractions allowed (Per three-month period)
- Category 2 – Dirts (fecal), leakers, rots
 - Three infractions allowed (Per three-month period)
- Category 3 – Checks, dirts (non-fecal), blood spots, meat spots, bloody whites, moldy, frozen or cooked
 - Four infractions allowed (Per three-month period)
- Category 4 – Labeling issues, under-weights, undergrads

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2015 – June 30, 2016

- Five infractions allowed (Per three-month period)
- No more than seven over all combined risk based violations allowed. (Per three-month period)

CRBI Purpose:

- Ensure quality and food safety compliance
- Focus enforcement on egg handlers and facilities that do not achieve a 90 percent compliance rate
- Allow county to focus on production and wholesale facilities requiring closer monitoring
- Provide time to inspect retail facilities

Production Eligibility:

- Producers and/or producer/packers with a flock size of 3,000 or more layers shall participate in CRBI.

Wholesale/Distribution Eligibility:

- The base-line for wholesale and distributors shall be a minimum of 12,000 egg cases available per year.
- Wholesale and distributors with less than 12,000 egg cases per year, shall be inspected at the retail surveillance level.

Enforcement Response:

Initially, enforcement will be centered upon an educational response to help individuals and industry come into compliance for minor infractions of laws and regulations. Subsequent enforcement shall entail utilization of the existing compliance process.

CRBI for Production and Wholesale Inspections:

- Conduct production and wholesale egg sample inspections monthly, based on CRBI, at the reported annual cases available for the fiscal year
- An "Initial Visit" includes: temperatures, labeling, internal exam, external exam, and weight tolerances. All inspection categories must be met to be considered an "Initial Visit."
- Track and report time per inspection
- If the 90 percent compliance level is reached over a three-month period, the number of quarterly inspections shall be decreased to a rate of 0.5 percent (one-half percent) of egg cases available the following quarter.
- CRBI will revert to original levels (one percent of the annual cases available), if required compliance of 90 percent is not maintained.
- Any remaining time allotted for CRBI inspections shall be redirected to Retail Surveillance Inspections.
- All CRBI production/wholesale visits must be completed each month before performing any retail surveillance inspections.

Expected Outcome:

- Provide a concentrated effort to inspect underperforming facilities
- Allow the county to operate an efficient egg inspection program

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2015 – June 30, 2016

- Maintain acceptable compliance and risk based levels, providing an incentive to facilities to maintain higher food safety standards

Retail Surveillance Inspections:

- Retail Surveillance includes inspecting certified farmer's markets, non-certified farmer's markets, swap meets and other retail establishments for the availability of eggs.
- Conduct a visual inspection of egg packages at retail locations ensuring the eggs are not past the sell by date and that cartons meet all labeling requirements
- Verify, through visual examination, that eggs are within tolerance for external defects (i.e. leakers, dirt, stains, and underweights)
- cursory egg quality inspection shall be done at each facility
- Verify that advertising signs and placards are in compliance
- Perform outreach to proprietors, in regards to:
 - Stock rotation
 - Safe handling procedures
 - Obtaining eggs from reputable sources
 - Proper disposition of expired eggs
- Recondition any eggs with cause for food safety concern by the retail proprietor if they are from the same lot; if they cannot be reconditioned, they are to be placed off sale and destroyed unless the processor/packer agrees to pick up the product for processing into egg products; and all eggs are to be reconditioned or destroyed in the presence of the inspector prior to leaving the premises
- All egg handlers selling at certified farmers markets must meet all labeling, grading, and size requirements, as stated in FAC, Division 12, Part 4, Chapter 1, Section 27510. Any violations found will be followed up on within 72 hours to ensure compliance.
- Ensure that eggs are not being re-packed by anyone other than a registered egg handler/processor
- Track all eggs received from out-of-state facilities through the county or ESQM to ensure facilities are registered with CDFA
- Track all retail locations inspected through the county for the following: reports outlining the number of locations inspected, violations found, hours for inspections, how violations were corrected, and make available to ESQM per month
- Verify that any eggs found at retail which have been produced by an exempt CRBI producer (flocks of less than 3,000 birds) meet all labeling and food safety requirements

Expected Outcome:

- A higher level in compliance for egg safety and labeling at the retail level
- Assurance that eggs are not being re-packed by unregistered individuals
- Require that small producers selling at certified farmer's markets, swap meets, and flea markets be in compliance with state laws and regulations
- Ensure that quality and standards are being met when passing through distribution centers

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2015 – June 30, 2016

The County Shall:

- Assign up to five Inspector/Biologist(s) (Inspector) to perform CRBI inspections that have the required commodity license to inspect eggs
- Assign only Inspectors that have: been certified by ESQM to conduct shell egg inspections, attended the ESQM yearly county training, and passed the written exam
- Provide monthly CRBI inspections for production and wholesale
- Maintain work records for each Inspector on a daily basis, showing work performed, mileage, dozens, cases, and lots under this agreement together with copies of the quarterly CRBI worksheets, ESQM/County Cost Agreement, ESQM/County Cost Supplemental-A forms, Report 9 for Production/Wholesale and Retail Surveillance, or input records daily into the CRBI database program
- Provide copies of the CRBI worksheet to facility management after each inspection
- Submit completed ESQM inspection worksheets and county approved Report 9 for Production/Wholesale and Retail Surveillance by the tenth working day of the following month to the ESQM District Supervisor
- Submit completed quarterly billing by the tenth working day after the quarter ends; mail all the completed forms to the State District Supervisor in your area; including completed copies of: ESQM/County Cost Agreement, ESQM/County Cost Supplemental-A forms, or forms generated by the CRBI database program
- Maintain all records for a period of three years after final payment is received
- Permit ESQM to inspect such books, records, accounts, and other materials relevant to this agreement
- Furnish necessary inspection equipment, transportation, office space, supplies, and administrative support services for carrying out the inspection work under this agreement
- The county's shall adhere to biosecurity protocols at CRBI Production facilities

Failure to meet the above will result in a County Agricultural Commissioner's compliance meeting and a possible revision of the current agreement as provided in the FAC, Division 12, Part 4, Chapter 1, Article 5, Section 27566.

State Oversight and Expectations:

- ESQM shall provide annual training for county shell egg inspectors
- ESQM shall hold certification exams annually, for conducting shell egg inspections, unless requested formally with the ESQM District Supervisor
- ESQM shall gather the annual cases available worksheet for qualifying CRBI Producer/Wholesale facilities in preparation for calculating CRBI worksheets and agreement for the current fiscal year agreements
- ESQM shall provide one smock per production facility inspector- annually
- ESQM shall provide hair nets, shoe covers, gloves, training materials, forms, manuals - as needed on an on-going basis

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2015 – June 30, 2016

- ESQM shall conduct quarterly, comparative 100-egg samples within the county to confirm compliance rates and food safety standards are being recorded correctly
- ESQM shall review all reports provided by the county and provide feedback as to the efficiency of the county program

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 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.
- 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.

County of Riverside
STATE SHELL EGG ENFORCEMENT
FISCAL DISPLAY
 July 1, 2015 through June 30, 2016

July 1, 2015 through June 30, 2016
 Inspections Based on Actual Time Worked ¹

Biologist/Inspector Classification	Hourly Rate	Benefit Rate ²	employee	Rate per Hourly	Total Number of	Hours Per Quarter	Reimbursement per Quarter	Number of Quarters	Total Reimbursement																																								
										128	\$ 5,146.88	4	\$ 20,587.52																																				
Agricultural & Standards Investigator IV	\$ 27.91	\$ 12.30	\$ 40.21	128	\$ 5,146.88	4	\$ 20,587.52		\$ 20,587.52																																								
<table border="0" style="width: 100%;"> <tr> <td style="width: 40%;"></td> <td style="text-align: right;">Total # of</td> <td style="text-align: right;">Reimbursement</td> <td colspan="7"></td> </tr> <tr> <td>Deputy Commissioner</td> <td style="text-align: right;">Hours per</td> <td style="text-align: right;">per Quarter</td> <td colspan="7"></td> </tr> <tr> <td></td> <td style="text-align: right;">6</td> <td style="text-align: right;">\$ 294.18</td> <td colspan="7"></td> </tr> <tr> <td></td> <td style="text-align: right;">134</td> <td style="text-align: right;">\$ 5,441.06</td> <td colspan="7"></td> </tr> </table>											Total # of	Reimbursement								Deputy Commissioner	Hours per	per Quarter									6	\$ 294.18									134	\$ 5,441.06							
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Total Reimbursement 07/01/2015 through 06/30/2016																																																	

Personal Services 07/01/2015 - 06/30/2016	\$ 21,764.24
County Indirect Recovery ³ - 25%	\$ 5,441.06
Contract Total:	\$ 27,205.30

¹ Effective July 1, 2013 the methodology of egg inspection changed from an average per 100-egg sample to actual cost recovery.
² Benefit Rate - County's may charge up to the fair and reasonable benefit rate of 49.6%
³ Indirect cost rate is to reimburse costs or activities that are not directly identifiable to the particular contract agreement, but is necessary to perform the requirements of it.

Hours will be applied to Production/Wholesale and Retail inspections. These inspections will be performed regularly during the quarter to assure consistent compliance. Consideration will be given to compliance history and food safety violations, in determining frequency of inspections at Production/Wholesale and where Retail inspection hours will be applied.

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 of 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, 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 parties may terminate this Agreement should either party fail to perform the requirements of this Agreement at the time and in the manner herein provided. However each party 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 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 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.