

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

404



FROM: Department of Environmental Health

SUBMITTAL DATE:
April 23, 2013

SUBJECT: Approve the Standard Agreement with California Department of Education and the Riverside County Department of Environmental Health.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Agreement CN120418 with the California Department of Education, Summer Food Service Program and the Riverside County Department of Environmental Health for the period of June 17, 2013 through September 16, 2013, for the total amount of \$7,250.00; and
2. Authorize the Director of Environmental Health to execute the Agreement on behalf of the County.

BACKGROUND: The Summer Food Service Program is an annual State funded program to feed children during the months of June through September. The California Department of Education contracts with the Department of Environmental Health to administer health and safety inspections. The Department of Environmental Health will provide completed inspection reports to the SFSP sponsors and copies to the California Department of Education. (ATTACHMENT)

SVS:KJ

Steve Van Stockum, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 7,250.00	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	13/14

SOURCE OF FUNDS: 100% by State reimbursement contract.	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
BY:
Steven C. Horn, MPA

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone and Ashley
Nays: None
Absent: Benoit
Date: May 7, 2013
XC: Environmental Health

Kecia Harper-Ithem
Clerk of the Board
By:
Deputy

Dep't Recomm.: Per Exec. Ofc.: District: All Agenda Number:

3-11

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY: ERIC STOPHER
DATE: 4/24/13
Departmental Concurrence

Policy Policy
Consent Consent
Dep't Recomm.: Per Exec. Ofc.:

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER CN120418
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
California Department of Education
 CONTRACTOR'S NAME
Riverside County Department of Environmental Health
- The term of this Agreement is: **06/17/13** through **09/16/13**
- The maximum amount of this Agreement is: **\$ 7,250.00**
Seven Thousand Two Hundred Fifty Dollars and Zero Cents.
- 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.

FORM APPROVED COUNTY COUNSEL
 DATE: 9/24/13
 BY: JEFF C STOPHER

Exhibit A – Scope of Work	2 page(s)
Exhibit B – Budget Detail and Payment Provisions	3 page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	1 page
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	1 page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
 These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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.) Riverside County Department of Environmental Health	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS 4065 County Circle Drive Riverside, CA 92503	
STATE OF CALIFORNIA	
AGENCY NAME California Department of Education	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Sharon Taylor, Director, Personnel Services Division	
ADDRESS 1430 N Street, Room 1802, Sacramento, CA 95814	

<i>California Department of General Services Use Only</i>
<input type="checkbox"/> Exempt per:

EXHIBIT A

SCOPE OF WORK

I. GENERAL SCOPE:

The contractor, Riverside County Department of Environmental Health, will provide health and sanitation inspections of the food service operations for the Summer Food Service Program (SFSP) located within its jurisdiction.

II. PROJECT MONITORS:

The CDE assigns **Alexzandria LeTourneau (916) 324-3824** as state project monitor to oversee this project. Said monitor is not authorized to make any commitments or make any changes which will affect the price, terms or conditions of this agreement without a formal contract amendment.

The contractor assigns **Keith Jones (951) 358-5172** as contractor project monitor to oversee this project. Said monitor is not authorized to make any commitments or make any changes which will affect the price, terms or conditions of this agreement without a formal contract amendment.

SCOPE OF WORK

The contractor, Riverside County Department of Environmental Health, will provide health and sanitation inspections of the food service operations for the Summer Food Service Program (SFSP) located within its jurisdiction. These inspections will be conducted in accordance with state and local environmental health standards. The inspectors visit food preparation facilities and/or sites where meals are delivered and eaten. Inspectors will also observe for safe and sanitary food handling techniques as well as proper storage of food, including leftovers. Equipment used in the transporting and delivery of meals will be tested for temperature and damage control. The inspectors will provide written inspection reports to the SFSP program sponsors and to the California Department of Education (CDE). The inspectors shall furnish all labor and material to perform the inspection services.

The Department of Education's Responsibility: The CDE will direct each sponsor participating in the SFSP to notify its respective health department of the agency's participation in the program and the location of each of its site and/or food preparation facility.

Contractor will provide a total of 50 inspections.

The contractor shall submit all invoices to the CDE no later than September 16, 2013. Invoices received by the CDE after September 16, 2013, may not be paid. The contractor shall submit to the CDE for review copies of all reports generated as a result of the contractor's inspections. The contractor shall keep on file all reports for three years following the conclusion of the contract. The contractor shall submit to the CDE a list of all agencies inspected during the contract period and identify which inspections are being billed.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT:

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.

Invoices shall include the **Agreement Number CN120418** and shall be submitted in arrears, not more frequently than monthly in duplicate to:

**California Department of Education
Nutrition Services Division
1430 N Street, Suite 4503
Sacramento, CA 95814
Attention: Alexzandria LeTourneau**

II. BUDGET CONTINGENCY CLAUSE (Rev. 9/12):

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to GC, Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.
- E. CDE has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction in funds.

III. PAYMENT:

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

IV. TRAVEL:

All travel costs shall be reimbursed at rates not to exceed those established for CDE's nonrepresented employees, computed in accordance with and allowable pursuant to applicable Department of Personnel Administration regulations.

V. BUDGET ADJUSTMENTS (Rev. 7/09):

Surplus funds from a given line item of the budget may be used to defray allowable direct costs under the budget line items up to ten percent (10%) with prior written approval of the Department of Education. Any change of more than ten percent (10%) requires a contract amendment and approval by the State Department of General Services. Budget adjustments shall not be allowed which increase compensation rates.

**RIVERSIDE COUNTY
DEPARTMENT OF ENVIRONMENTAL HEALTH
CDE AGREEMENT NO. CN120418**

**Exhibit B
Budget Detail**

Riverside County Department of Environmental Health

Contractor will provide a total of 50 inspections for a total of \$7,250.00

Inspections to be conducted: June 17, 2013 – June 30, 2013						
Type of Site	Number of Inspections		Fee Per Site Inspection		Total Cost	Total Cost Agreement
Vended Feeding Sites	20	X	\$145.00	=	\$2,900.00	\$6,380.00
On-site Preparation Sites	20	X	\$145.00	=	\$2,900.00	
Meal Preparation Facilities	4	X	\$145.00	=	\$580.00	

Inspections to be conducted: July 1, 2013 – September 10, 2013						
Type of Site	Number of Inspections		Fee Per Site Inspection		Total Cost	Total Cost Agreement
Vended Feeding Sites	3	X	\$145.00	=	\$435.00	\$870.00
On-site Preparation Sites	2	X	\$145.00	=	\$290.00	
Meal Preparation Facilities	1	X	\$145.00	=	\$145.00	

Total Contract

\$7,250.00

EXHIBIT D
SPECIAL TERMS & CONDITIONS

I. RESOLUTION OF DISPUTES:

If the contractor disputes any action by the project monitor arising under or out of the performance of this contract, the contractor shall notify the project monitor of the dispute in writing and request a claims decision. The project monitor shall issue a decision within 30 days of the contractor's notice. If the contractor disagrees with the project monitor's claims decision, the contractor shall submit a formal claim to the Superintendent of Public Instruction or the Superintendent's designee. The decision of the Superintendent shall be final and conclusive on the claim unless the decision is arbitrary, capricious, or grossly erroneous or if any determination of fact is unsupported by substantial evidence. The decision may encompass facts, interpretations of the contract, and determinations or applications of law. The decision shall be in writing following an opportunity for the contractor to present oral or documentary evidence and arguments in support of the claim. Contractor shall continue with the responsibilities under this Agreement during any dispute.

EXHIBIT E

ADDITIONAL PROVISIONS

I. CONTRACTS FUNDED BY THE FEDERAL GOVERNMENT:

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the Fiscal Years covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The department has the option to void the contract under the 30-day termination clause or to amend the contract to reflect any reduction of funds.

The recipient shall comply with the Single Audit Act and the reporting requirements set forth in OMB Circular A-133.

II. COMPUTER SOFTWARE COPYRIGHT COMPLIANCE:

By signing this agreement, the contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

III. 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.

**RIVERSIDE COUNTY
DEPARTMENT OF ENVIRONMENTAL HEALTH
CDE AGREEMENT NO. CN120418**

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 services as a result of any action by any governmental authority.



CALIFORNIA
DEPARTMENT OF
EDUCATION

TOM TORLAKSON
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

April 16, 2013

Keith Jones, Deputy Director
Riverside County
Department of Environmental Health
4065 County Circle Drive
Riverside, CA 92503

Subject: CN120418

Dear Mr. Jones:

Please complete the following checked item(s) and return for further processing to:

**Contracts, Purchasing and Conference Services
California Department of Education
1430 N Street, Suite 1802
Sacramento, CA 95814-5901**

Please note the General Terms and Conditions for Standard Agreements (GTC) are available on the Internet at <http://www.documents.dgs.ca.gov/ols/GTC-610.doc>. However, if you do not have Internet capabilities, you may request a hard copy by contacting the office listed above.

- STD 213 Standard Agreement with attached exhibits. Sign the first page of the Standard Agreement package (STD 213) and the additional three single STD 213s.
- Initial where stamped on all copies.
- Complete and sign the Federal Requirement/Federal Assurances Certifications.
- Complete and sign the Darfur Act Certification.
- Provide one copy of the board resolution/**certified** board minutes or excerpt of board minutes authorizing person to sign in your behalf approving the agreement.
- Provide a copy of your insurance certification which states coverage will not be canceled without 30 days written notice to the State of California, and which also includes the State of California, its officers, agents, and employees as additional insureds.

Keith Jones, Deputy Director
April 16, 2013
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- STD CCC-307, Contractor Certification Clauses. Please sign and return page one. Failure to do so will prohibit the State of California from doing business with your company.
- STD 204, Payee Data Record. No payment can be made unless this form is completed and returned.
- The attached Agreement is signed on behalf of the California Department of Education (CDE). Continue processing and when approved, return the original to this office.

This Agreement cannot be considered binding on either party until approved by appropriate authorized state agencies. No services should be provided prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval. Expeditious handling of this Agreement is appreciated. For inquiries regarding this Agreement, **please contact the California Department of Education, Contracts, Purchasing, and Conference Services, at (916) 322-3050.**

Sincerely,

Margie Burke

Margie Burke, Manager
Contracts, Purchasing and Conference Services

MB:nr
Attachment(s)