

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



ITEM: 3.9
(ID # 19184)

MEETING DATE:
Tuesday, June 07, 2022

FROM : ENVIRONMENTAL HEALTH:

SUBJECT: ENVIRONMENTAL HEALTH: Approve the Standard Agreement with the California Department of Education Summer Food Service Program and the Riverside County Department of Environmental Health for Health and Safety Inspections. All Districts. [\$28,841 Total Cost - State Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Agreement CN210316 with the California Department of Education, Summer Food Service Program and the Riverside County Department of Environmental Health for the period of June 15, 2022 through September 14, 2022;
2. Authorize the Director of Environmental Health or designee to sign, execute, and administer the Agreement on behalf of the County; and
3. Authorize the Director of Environmental Health to execute the Federal Requirement and Federal Assurances Certifications on behalf of the County.

ACTION:Policy


Jeff Johnson, Director Environmental Health

5/19/2022



Aaron Gettis, Deputy County Counsel

5/24/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: June 7, 2022
xc: Environmental Health

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 18,718	\$10,123	\$ 28, 841	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: State Funds 100%			Budget Adjustment: No	
			For Fiscal Year: 21/22-22/23	

C.E.O. RECOMMENDATION: Approve

Summary

The Summer Food Service Program (SFSP) 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 inspect and provide reports to the SFSP sponsors and the California Department of Education. (Agreement and Scope of Work Attached). Environmental Health will provide a total of 151 inspections up to a total amount not to exceed \$28,841. Pursuant to the Agreement, the County agrees to comply with any reporting requirements that may be imposed by Title 2 of the Code of Federal Regulations, Part 200.

Impact on Residents and Businesses

The Department of Environmental Health is responsible for maintaining public safety; these services will help to ensure safe food handling and prevent illness to those utilizing the services.

Additional Fiscal Information

The services provided by the County through this agreement, are effective through September 14, 2022. Reimbursement up to \$28,841 for inspections conducted will be billed to and paid by the California Department of Education.

Contract History and Price Reasonableness

This contract is entered into annually.

ATTACHMENTS:

California Department of Education - Agreement Number CN210316


 Jason Farin, Principal Management Analyst 6/1/2022

RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, June 7, 2022, that the Chair is authorized and directed to execute on behalf of said County the Standard Agreement No. CN210316 between Riverside County and State of California Department of General Services for providing: Summer Food Service Program.

Roll Call:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
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 R. HARPER, Clerk of said Board

By: 
Deputy

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
 STD 213 (Rev. 04/2020)

AGREEMENT NUMBER CN210316	PURCHASING AUTHORITY NUMBER (If Applicable) EDU-6100
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Education

CONTRACTOR NAME

Riverside County Department of Environmental Health

2. The term of this Agreement is:

START DATE

6/15/2022

THROUGH END DATE

09/14/2022

3. The maximum amount of this Agreement is:

\$28,841.00 TWENTY-EIGHT THOUSAND EIGHT HUNDRED AND FORTY-ONE 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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions - GTC 04/2017	0
+ - Exhibit D	Special Terms and Conditions	2
+ - Exhibit E	Additional Provisions	1

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 <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an Individual, state whether a corporation, partnership, etc.)

Riverside County Department of Environmental Health

CONTRACTOR BUSINESS ADDRESS

4065 County Circle Drive, Suite 104

CITY

Riverside

STATE

CA

ZIP

92503

PRINTED NAME OF PERSON SIGNING

Dottie Ellis-Merki

TITLE

Deputy Director

CONTRACTOR AUTHORIZED SIGNATURE

Dottie Ellis-Merki

DATE SIGNED

March 18, 2022

FORM APPROVED COUNTY COUNSEL

BY: Aaron C. Gettis 5-24-22
 AARON C. GETTIS DATE

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER CN210316	PURCHASING AUTHORITY NUMBER (If Applicable) EDU-6100
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
California Department of Education

CONTRACTING AGENCY ADDRESS 1430 N Street, Suite 2213	CITY Sacramento	STATE CA	ZIP 95814
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PRINTED NAME OF PERSON SIGNING Leisa Maestretti	TITLE Director, Fiscal & Administrative Services Division
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CONTRACTING AGENCY AUTHORIZED SIGNATURE Leisa Maestretti Digitally signed by Leisa Maestretti Date: 2022.05.17 13:43:09 -07'00'	DATE SIGNED
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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
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EXHIBIT A

SCOPE OF WORK

I. GENERAL SCOPE:

The Contractor will provide on-site 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.

II. CONTRACT MONITORS:

The CDE assigns **Barbara Hedges, bhedges@cde.ca.gov, and telephone (916) 327-6071** as the State Contract Monitor to oversee this project. Said State Contract Monitor is not authorized by the State 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 **Dottie Ellis-Merki, dellisme@rivco.org, (909) 358-6611** as the Contractor Contract Monitor to oversee this project. Said Contractor Contract Monitor is not authorized by the State to make any commitments or make any changes which will affect the price, terms, or conditions of this agreement without a formal contract amendment.

III. PROJECT DESCRIPTION:

The Contractor will:

- Confirm operating dates and meal times with the sponsor or site contact before visiting the sites.
- Confirm SFSP site approval with the California Department of Education (CDE) Summer Meal Service Sites web page at <https://www.cde.ca.gov/ds/sh/sn/summersites.asp>, ensuring to filter out Seamless Summer Option (SSO) sites and SFSP sites located in schools that participate in the National School Lunch Program (NSLP) or School Breakfast program (SBP) and that are in compliance with NSLP or SBP inspection requirements as they are not required to obtain an additional inspection.
- Visit food preparation facilities and SFSP sites in person, where meals are delivered and eaten, during a meal service.

- Observe for safe and sanitary food handling techniques as well as proper storage of food.
- Test equipment used in the transporting and delivery of meals for temperature and damage control.
- Provide complete and legibly written inspection reports, which include entries for time in and time out, to the SFSP program sponsors and to the CDE Contract Monitor by mail and email, along with invoice.
- Furnish all labor and materials necessary to perform the inspection services.

The CDE will:

- Direct each sponsor participating in the SFSP to notify its respective health department of the agency's participation in the program, by letter. This letter must include the site location, dates of meal service, and meal service times. The sponsor is also required to notify the local health department of any changes.

IV. REPORT:

The Contractor will submit to the CDE Contract Monitor for review, copies of all reports generated as a result of the contractor's inspections by mail and email along with invoice(s).

The Contractor will keep on file all reports for three years following the conclusion of the contract.

The Contractor will submit to the CDE Contract Monitor a list of all agencies inspected during the contract period and identify which inspections are being billed.

V. INVOICING:

The Contractor will provide a total of up to 151 inspections for a total amount not to exceed \$28,841 nor to exceed the amounts specified in each time period identified on Exhibit B Budget Detail. No amount can be moved from one fiscal year to another.

The Contractor will submit all invoices and reports by mail and email to the CDE Contract Monitor no later than September 14, 2022. Invoices received by the CDE Contract Monitor after September 14, 2022, may not be paid.

All payment requests by the Contractor will be submitted on Contractor's preprinted letterhead and must identify the agreement number, invoice number, invoice date, services provided, and service period.

The Contractor will not be reimbursed for sites not in service, incomplete inspections, and SSO site inspections.

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 CN210316** and shall be submitted in arrears, not more frequently than monthly in duplicate to:

**California Department of Education
Fiscal and Administrative Services Division
1430 N Street, Suite 2213
Sacramento, CA 95814
Attention: Barbara Hedges
Email: BHedges@cde.ca.gov**

II. PAYMENT:

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

III. 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.

**Riverside County Department of
Environmental Health
CDE Agreement #CN210316**

- 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.

**Exhibit B
Budget Detail**

Contractor will provide up to 151 inspections not to exceed the total budget amounts below. No amount can be moved from one fiscal year to another.

Inspections to be conducted: **June 15, 2022–June 30, 2022**

Type of Site	Fee Per Site Inspection
Vended Feeding Sites	\$191.00
On-site Preparation Sites	\$191.00
Meal Preparation Facilities	\$191.00

Maximum Amount Allocated for Fiscal Year 2021–22: \$18,718.00

Inspections to be conducted: **July 1, 2022–September 14, 2022**

Type of Site	Fee Per Site Inspection
Vended Feeding Sites	\$191.00
On-site Preparation Sites	\$191.00
Meal Preparation Facilities	\$191.00

Maximum Amount Allocated for Fiscal Year 2022–23: \$10,123.00

Total amount for FY 2021-2023 \$28,841.00

EXHIBIT D

SPECIAL TERMS & CONDITIONS

I. RESOLUTION OF DISPUTES:

If the Contractor disputes any action by the CDE Contract Monitor arising under or out of the performance of this contract, the Contractor shall notify the CDE Contract Monitor of the dispute in writing and request a claims decision. The CDE Contract Monitor shall issue a decision within 30 days of the Contractor's notice. If the Contractor disagrees with the CDE Contract 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. The Contractor shall continue with the responsibilities under this Agreement during any dispute.

II. 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.

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.

III. ICT ACCESSIBILITY REQUIREMENTS (05/2018):

Unless the scope of work expressly provides that the CDE shall be responsible for all 508 compliance:

- A. Contractor shall, in accordance with California Government Code section 11135 (which requires state agencies to comply with Section 508 of the federal Rehabilitation Act of 1973 (Section 508)), ensure that any and all Information and

Communications Technology (ICT) deliverables developed, procured, or maintained as a result of this contract shall comply with state and federal accessibility requirements, including: (i) the California Department of Education's (CDE) Web Content Accessibility Guidelines (WCAG) 2.0 at the AA level found at: <http://www.w3.org/TR/WCAG20/>, (ii) the CDE's Web Standards found at: <https://www.cde.ca.gov/re/di/ws/webstandards.asp>, and (iii) the CDE's Web Application Review Team (WebART) review process found at: <https://www.cde.ca.gov/re/di/ws/webartproc.asp>.

- B. The definition of "Information and Communications Technology" or "ICT" includes but is not limited to: computer hardware, software, cloud services, websites, web content, web or mobile application, office documents (e.g., MS Word, MS Excel, MS PowerPoint, PDF), multimedia, social media, email, and electronic devices.
- C. Contractor shall employ a section 508 compliance expert with qualifications and experience acceptable to the CDE to: (i) advise Contractor during ICT deliverable development, and (ii) certify in writing on behalf of Contractor that the ICT deliverables are fully compliant with the standards in subsection A above and Section 508 prior to submission to, or use by, the CDE. Such certification shall also include a statement describing precise methods by which compliance was determined, along with the results of testing. The Contractor is responsible for any costs associated with breach of such certification.
- D. Upon CDE's request, the Contractor must provide to the CDE all source files for ICT deliverables to the CDE for the purpose of improving accessibility. This may include non-proprietary code, unedited pictures and video, and original documents prior to PDF conversion among others.

IV. PROHIBITION OF DISCRIMINATION:

In addition to the non-discrimination requirements in General Terms and Conditions attached as Exhibit C, Contractor and its subcontractors shall comply with Education Code section 220, which prohibits any person from discriminating on the basis of any characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, in any program or activity conducted in connection with this contract.

V. HEALTH AND SAFETY:

Contractors are required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, Contractors are also required to comply with the state agency's specific health and safety requirements and policies. Contractors agree to include in any subcontract related to performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice, the state agency's specific health and safety requirements and policies.

EXHIBIT E

ADDITIONAL PROVISIONS

I. 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.

II. 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 Fiscal Year(s) 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 CDE has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

The recipient shall comply with the reporting requirements set forth in *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR Part 200.