

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



ITEM: 3.13
(ID # 22361)

MEETING DATE:
Tuesday, August 01, 2023

FROM : AGRICULTURAL COMMISSIONER:

SUBJECT: AGRICULTURAL COMMISSIONER: Cooperative Agreement No. 23--0369-000-SA with California Department of Food and Agriculture for the Egg Quality Control Program effective July 1, 2023 through June 30, 2024, All Districts. [\$133,372 Total Cost - State Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve Cooperative Agreement No. 23-0369-000-SA with California Department of Food and Agriculture for the Egg Quality Control Program, effective July 1, 2023 through June 30, 2024, in the amount of \$133,372; and
2. Authorize the Chair of the Board of Supervisors to sign the agreement on behalf of the County.

ACTION:Policy

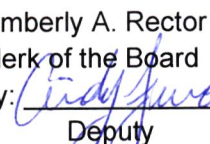
Delia Cioc

Delia Cioc, Assistant Agricultural Commissioner. 7/18/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Perez, Washington, and Gutierrez
Nays: None
Absent: None
Date: August 1, 2023
xc: Agric. Comm.

Kimberly A. Rector
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	\$ 133,372	\$ 0	\$133,372	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: CA Department of Food and Agriculture 100%			Budget Adjustment: No	
			For Fiscal Year: 2023/2024	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This agreement is entered into 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 23/24 budget request.

This agreement was approved as to form by County Counsel.

Impact on Residents 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.

Contract History and Price Reasonableness

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

ATTACHMENTS:

Attachment A: **Cooperative Agreement No. 23-0369-000-SA with California Department of Food and Agriculture**


Jason Farin, Principal Management Analyst 7/25/2023


Kristine Bell-Valdez, Supervising Deputy County Counsel 7/19/2023

RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, August 1st, 2023, that the Chair is authorized and directed to execute on behalf of said County the Standard Agreement No. 23-0369-000-SA between Riverside County and the California Department of Food and Agriculture (CDFA) providing for: County CRBI Egg Inspection

ROLL CALL:

Ayes: Jeffries, Washington, Spiegel, Perez and Gutierrez
Nays: None
Absent: None
Abstain: 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.

KIMBERLY A. RECTOR, Clerk of the Board

BY: 
Deputy

08.01.2023 3.13

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

**AGREEMENT NUMBER
23-0369-000-SA**


- 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
- The Agreement Term is: July 1, 2023 through June 30, 2024
- The maximum amount of this Agreement is: \$133,372.02
- The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)

Attachments: Scope of Work and Budget

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

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

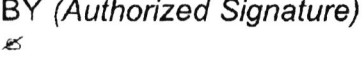
BY (Authorized Signature) 	DATE SIGNED 08/01/2023
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PRINTED NAME AND TITLE OF PERSON SIGNING
KEVIN JEFFRIES CHAIR, BOARD OF SUPERVISORS

ADDRESS
Post Office Box 1089, Riverside, CA 92502-1089

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

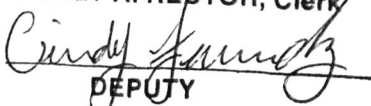
BY (Authorized Signature) 	DATE SIGNED
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PRINTED NAME AND TITLE OF PERSON SIGNING
ANNABELE CUTAJAR, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LB

FORM APPROVED COUNTY COUNSEL
BY: DANIELLE P. MALAND

ATTEST:
KIMBERLY A. RECTOR, Clerk
By 
DEPUTY

AUG 01 2023 3.13

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
County will provide monthly wholesale and production shell egg inspections at point of origin by monitoring acceptable compliance and risk based levels.

Project Title: County CRBI Egg Inspection

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Olivia Call	Name:	Ruben Arroyo
Division/Branch:	AHFSS / Meat, Poultry, and Egg Safety	Organization:	County of Riverside
Address:	1220 N Street	Address:	Post Office Box 1089
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Riverside, CA 92502-1089
Phone:	916-806-3825	Phone:	951-955-3022
Email Address:	olivia.call@cdfa.ca.gov	Email Address:	agdept@rivco.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Penny Arana	Name:	Misael Martinez
Division/Branch:	AHFSS / Meat, Poultry, and Egg Safety	Organization:	Riverside Agricultural Commissioner's Office
Address:	1220 N Street	Address:	3403 Tenth Street, Suite 701
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Riverside / CA / 92501
Phone:	916-203-1497	Phone:	(951) 955-3003
Email Address:	penny.arana@cdfa.ca.gov	Email Address:	mimartinez@rivco.org

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

10/20/10
10/20/10
10/20/10

4. RECIPIENT: Please check appropriate box below:

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award does does not support R&D.

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

EXHIBIT B

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. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. Assignment

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

4. Governing Law

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

5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *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. The Recipient 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.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. 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 CDFRA 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.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFRA Agreement Manager, identified in Exhibit A, or designee 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 CDFRA Agreement Manager or designee 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.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFRA, CDFRA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

16. Acceptable Failure to Perform

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, or the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

Reimbursement under this Agreement may be suspended, terminated, or both, and the Recipient may be subject to debarment if CDFA determines that the Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing to the CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received notification and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

18. Non-Material Breach

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. The Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that the Recipient is not in material breach but that the Project is not being implemented in accordance with the provisions of this Agreement, or that the Recipient has failed in any other respect to comply with the provisions of this Agreement, and the Recipient has failed to remedy any such failure in a reasonable and timely manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all enforcement costs incurred by CDFA including, if CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

19. 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 and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

20. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

21. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

22. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

23. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

24. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

25. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

26. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the

information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

27. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

28. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified 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 the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work, 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. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. 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](#)).
- D. If foreign 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.
- 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.

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. Budget Contingency Clause

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

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2023 – June 30, 2024

The county agrees to provide wholesale and production Compliance and Risk Based Inspection (CRBI) services for the California Department of Food and Agriculture (CDFA), Egg Safety and Quality Management (ESQM) Program. 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 applicable State policies and procedures.

Any financial penalties imposed and/or "Notice of Proposed Action" by the county for violations of the laws, shall be retained in the county.

This agreement is effective from July 1, 2023, through June 30, 2024.

Payments will be made for CRBI inspections, 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); forms required for this agreement's payment submissions include: Quarterly CRBI reports, ESQM/County Cost Agreement form, Monthly Compiler list of inspections, and the approved County Report 9 (dated 10/27/17), for each month within the quarter (forms are available upon request from ESQM).

All forms and completed inspections lists are due to the ESQM District Supervisor by the thirtieth day following the end of each quarter (listed above), as appropriate for the functions listed below:

- CRBI Wholesale Inspections
- CRBI Production Inspections
 - Any producer with under 12,000 annual cases or under 3000 birds will fall under retail inspections.
 - Any distributor/wholesale under 12,000 annual cases will fall under retail inspections.
 - Any distributor with under 12,000 annual cases whose point of sale is directly to the consumer including small producers selling at certified farmer's markets, swap meets, roadside stands, flea markets, and any distributor/wholesale will fall under retail inspections.

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 County and ESQM will inspect 1% of annual cases available, provided by the company for their facilities within each county. Facilities achieving a compliance rate of 90% or better and maintaining Risk Basked Violations within an acceptable level during a period of one quarter (3 months), will allow the inspection rate to drop to 0.5% (one half percent of egg cases available).

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2023 – June 30, 2024

Should the compliance rate fall below 90% or Risk Based violations are beyond the acceptable levels, then inspections shall revert to the 1% rate. CRBI will be performed monthly (refer to your county work-plan and quarterly CRBI worksheets). Re-inspections can be done at the per inspection rate; if there are no allowances left on the agreement for a re-inspection, please contact your District Supervisor and CDFA will complete as needed.

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, undergrades
 - 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.

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 baseline 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 during routine retail activities.

Enforcement Response:

Initially, enforcement will be centered upon an educational response, which includes an explanation on lot failures, etc., 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

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2023 – June 30, 2024

- 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 inspections and re-inspections
- 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) at the beginning of the following quarter, if required compliance of 90 percent is not maintained.

Expected Outcome:

- Provide a concentrated effort to inspect underperforming facilities
- Allow the county to operate an efficient egg inspection program
- Maintain acceptable compliance and risk-based levels, providing an incentive to facilities to maintain higher food safety standards

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 attended the annual training, have passed the certified exam given by ESQM to conduct shell egg inspections and are full time employees of the county. A copy of the exam certification or other ESQM certification must be retained by the county.
- Additional Training may be requested through your District Supervisor and billed using the inspection worksheets and the 100-egg samples completed during training. Mark each worksheet completed during training, with the word “TRAINING” and include the employee’s name and with whom from ESQM performed the training. This will provide clear identification for ESQM’s Contract Administrators verification and agreement tracking purposes. Send training inspection sheets with your regular quarterly billing cycle. Ensure the quarterly agreement amount is not exceeded.
- Provide monthly CRBI inspections for production and wholesale.
- Adhere to biosecurity protocols at CRBI Production facilities. ESQM does not provide car washes, personal protection respirators and/or dust masks for this agreement.
- Have available supply of Personal Protection Equipment (PPE) such as: clean, dedicated rubber boots or disposable plastic shoe covers, a mask, disposable gloves and a hair net for Production and Wholesale inspections. Disposable coveralls should only be used when entering live bird areas. These items shall be requested through your assigned ESQM District Supervisor.
 - For approved PPE reimbursements see Funding Display.
- Any eggs held off sale shall be coordinated with the district supervisor for release if in another county.

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2023 – June 30, 2024

- Provide Release inspections for lots that have failed and have generated a Notice of Non-Compliance or Hold Tag. These reinspection's may come from a failed inspection within your county or requested by ESQM. Please provide an inspection work sheet for every release you are completing. Mileage should be included. Billing instructions will be included on the Fiscal Display page. **Note: Quality Control Inspections requested by companies within your County are not allowed on this agreement.**

Types of Non-compliance releases may include:

1. Check releases – Please handle as a quality control release. Sampling is required.
 2. Label releases – Assure labeling correction has been completed. No sampling is required.
 3. Underweight releases – Please handle as a quality control release, by completing the required samples to inspect, including weight. Sampling is required.
 4. Temperature violation releases - When a facility fails for temperature during a routine inspection, the cooler itself (not the eggs) are held off and must be corrected within 24 hours of violation time. A temperature violation is cleared by an inspector returning to take temps or assure that the eggs have been moving to a cooler that meets temperature requirements. No sampling is required.
 5. Border Station Hold releases - Upon direction of the State District Supervisor. Assure egg shipment documentation is corrected, pull, sign and return hold tag to CDFA with an Egg Inspection Worksheet. No sampling is required.
- Maintain work records for each Inspector daily, showing work performed, mileage, dozens, cases, and lots under this agreement; together with copies of the quarterly CRBI reports, ESQM/County Cost Agreement form, Monthly Compiler list of inspections, the approved County Report 9 (dated 10/27/17) for Production/Wholesale, and completed inspection sheets per inspection
 - Provide copies of the CRBI worksheet to facility management after each inspection.
 - Assign a contact for agreement and billing inquiries and send to ESQM's agreement manager Olivia Call at: Olivia.call@cdfa.ca.gov
 - All allowable expenses are located on the Funding Display page of your agreement
 - **Submit completed, quarterly billing by the thirtieth calendar day after the quarter ends; mail or email, all the completed forms to the State District Supervisor in your area; including completed copies of: quarterly CRBI reports, ESQM/County Cost Agreement form, Monthly Compiler list of inspections, the approved County Report 9 (10/27/17), and a copy of the completed inspection worksheets for each inspection**
 - Ensure inspection **100-egg samples are completed each month** and within the quarter or forfeit any samples remaining. Inspection samples will start over each quarter (100-egg Sample is based on a per facility basis (CRBI), using CCR 1353.6 to formulate each company's 100-egg sample schedule).
 - 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.

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2023 – June 30, 2024

- Furnish necessary inspection equipment not otherwise covered by ESQM including additional Personal Protective Equipment, candler, scale, thermometer, transportation, office space, supplies, and administrative support services for carrying out the inspection work under this agreement.

Failure to meet the above requirements 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 and provide one-on-one training to those county personnel that do not pass the online exam on the third attempt.
- ESQM shall provide certification of completion to inspectors that have completed the annual training and passed the final exam.
- 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 will maintain a working file of all inspection worksheets for each county, completed per quarter, including any reinspection's that were requested by ESQM Staff
- ESQM shall reimburse up to the approved amount on your Funding Display, the appropriate personal protection equipment for facility inspections, per contractual year. This equipment includes: Tyvek coveralls, hairnets, booties and/or boot covers (does not include: nitrile gloves, disinfectants, respirators/dust masks or biosecurity car washes). Prior approval from your District Supervisor must be made, prior to purchase. Please include a detailed copy of your receipt with your quarterly invoice.
- ESQM shall provide training materials, forms, manuals - as needed on an on-going basis.
- 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.

County of Riverside
Funding and Inspection Display
STATE ENFORCEMENT
2023/2024 Fiscal Year

*PRODUCTION INSPECTION		*WHOLESALE INSPECTION	
**Funding Per 100-egg Samples	\$72.04	**Funding Per 100-egg Samples	\$72.04
Total 100-egg Samples to be Inspected for Fiscal Year 23/24	264	Total 100-egg Samples to be Inspected for Fiscal Year 23/24	1,524
Quarterly 100-egg Samples to be Inspected	66	Quarterly 100-egg Samples to be Inspected	381
¹ Quarterly Funding	\$4,754.64	¹ Quarterly Funding	\$27,447.24
Maximum Funding for 100-egg Samples	\$19,018.56	Total Inspection Funding	\$109,788.96
² Allowed mileage for FY 23/24	\$1,288.17	² Allowed mileage for FY 23/24	\$2,576.33
Total Funding for Production for FY 23/24	\$20,306.73	Total Funding for Wholesale for FY 23/24	\$112,365.29

³ Allowed administrative costs @ (\$75.00/per quarter)	\$300.00
⁴ Training costs up to (5) employees/ per year @ \$50/per emp.)	\$250.00
⁵ PPE Reimbursement up to \$150.00/per year	\$150.00
TOTAL FUNDING for Fiscal Year 2023/2024	\$133,372.02

¹The county may charge up to the quarterly contract limit of Production \$4,754.64/per quarter and Wholesale \$27,447.24/per quarter.

²Mileage is based on the prior fiscal year's amount, the amount for this fiscal year is 5,900. Miles were calculated at the federal approved rate for calendar year 2023 at \$0.655. The county may charge up to the approved mileage amount of \$3,864.50 and is able to change the rate when the federal rate changes for each contractual year. Mileage should start and finish at Headquarters, home, or previous inspection, whichever is the shortest distance.

³The county may charge for allowable administrative costs at (\$75.00/per quarter).

⁴Training cost up to five employees (four inspectors and one supervisor) and up to \$50.00 per employees will be reimbursable if the county employees attend workshops instructed by CDFA. The allowable training expenses will be subtracted from the county's "Total Funding" for the Fiscal Year 2023/2024. A prior approval for the training from your District Supervisor is required for reimbursements. Invoicing for reimbursements for Field Training with CDFA Supervisors, please see State Egg Quality Enforcement Workplan, under County Shall (page 3).

⁵Approved Personal Protection Equipment (PPE) for Production inspections may be reimbursed up to \$150.00. Approved PPE is listed on the State Egg Quality Enforcement Workplan, under County Shall (page 5). Please include a copy of a detailed receipt with your Quarterly Invoice. A prior approval for the PPE from your District Supervisor is required for reimbursements. The allowable PPE expenses will be subtracted from the county's "Total Funding" for the Fiscal Year 2023/2024.

*Production/Wholesale 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 sites.

**Re-inspections for Labeling, Temperature and Border Station violations at CRBI Production and Wholesale facilities the County shall be reimbursed at (1) 100 egg sample rate, plus mileage, ONLY. Please provide Inspection Worksheet stating what work was done and what is being billed.

For Re-inspections for Checks or Underweights at CRBI Production and Wholesale facilities, the County shall be reimbursed per 100-egg sample rate/per lot size according to full official sampling schedule (as stated in CCR 1353.6). The county is required to keep within the contract's allowable funding and provide monthly CRBI inspections, as stated on page (1) under "Compliance and Risk Based Inspection (CRBI) Shell Eggs and page (3-4) under "The County Shall," of your County's "State Egg Quality Control Workplan," plus mileage. Please provide Inspection Worksheet stating what work was done and what is being billed. Please Note: Quality Control Inspections requested by companies within your County are not allowed on this agreement.

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RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, August 1st, 2023, that the Chair is authorized and directed to execute on behalf of said County the Standard Agreement No. 23-0369-000-SA between Riverside County and the California Department of Food and Agriculture (CDFA) providing for: County CRBI Egg Inspection

ROLL CALL:

Ayes: Jeffries, Washington, Spiegel, Perez and Gutierrez
Nays: None
Absent: None
Abstain: 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.

KIMBERLY A. RECTOR, Clerk of the Board

BY: Cindy Jandy
Deputy

08.01.2023 3.13

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

**AGREEMENT NUMBER
23-0369-000-SA**


- 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
- The Agreement Term is: July 1, 2023 through June 30, 2024
- The maximum amount of this Agreement is: \$133,372.02
- The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)

Attachments: Scope of Work and Budget

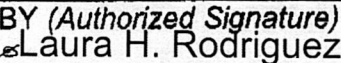
**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.
RECIPIENT**

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

BY (Authorized Signature) 	DATE SIGNED 08/01/2023
PRINTED NAME AND TITLE OF PERSON SIGNING KEVIN JEFFRIES CHAIR, BOARD OF SUPERVISORS	

ADDRESS
Post Office Box 1089, Riverside, CA 92502-1089
STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature) 	DATE SIGNED Digitally signed by Laura H. Rodriguez Date: 2023.08.29 13:24:30 -07'00'
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PRINTED NAME AND TITLE OF PERSON SIGNING
ANNABELE CUTAJAR, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION
ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

FORM APPROVED COUNTY COUNSEL
BY: DANIELLE P. MALAND

LB

AUG 01 2023 3.13

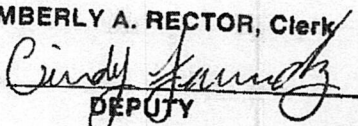
ATTEST:
KIMBERLY A. RECTOR, Clerk
By 
DEPUTY

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
County will provide monthly wholesale and production shell egg inspections at point of origin by monitoring acceptable compliance and risk based levels.

Project Title: County CRBI Egg Inspection

2. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Olivia Call	Name: Ruben Arroyo
Division/Branch: AHFSS / Meat, Poultry, and Egg Safety	Organization: County of Riverside
Address: 1220 N Street	Address: Post Office Box 1089
City/State/Zip: Sacramento, CA 95833	City/State/Zip: Riverside, CA 92502-1089
Phone: 916-806-3825	Phone: 951-955-3022
Email Address: olivia.call@cdfa.ca.gov	Email Address: agdept@rivco.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Penny Arana	Name: Misael Martinez
Division/Branch: AHFSS / Meat, Poultry, and Egg Safety	Organization: Riverside Agricultural Commissioner's Office
Address: 1220 N Street	Address: 3403 Tenth Street, Suite 701
City/State/Zip: Sacramento, CA 95833	City/State/Zip: Riverside / CA / 92501
Phone: 916-203-1497	Phone: (951) 955-3003
Email Address: penny.arana@cdfa.ca.gov	Email Address: mimartinez@rivco.org

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

ATTEST:
KIMBERLY F. HOLTZ
BY _____
DEPUTY

4. RECIPIENT: Please check appropriate box below:

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award does does not support R&D.

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

EXHIBIT B

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. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. Assignment

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

4. Governing Law

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

5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *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. The Recipient 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.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. 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.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee 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 CDFA Agreement Manager or designee 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.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not 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.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

16. Acceptable Failure to Perform

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, or the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

Reimbursement under this Agreement may be suspended, terminated, or both, and the Recipient may be subject to debarment if CDFA determines that the Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing to the CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received notification and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

18. Non-Material Breach

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. The Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that the Recipient is not in material breach but that the Project is not being implemented in accordance with the provisions of this Agreement, or that the Recipient has failed in any other respect to comply with the provisions of this Agreement, and the Recipient has failed to remedy any such failure in a reasonable and timely manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all enforcement costs incurred by CDFA including, if CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

19. 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 and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

20. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

21. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

22. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

23. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

24. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

25. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

26. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the

information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

27. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

28. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified 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 the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work, 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. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.
- C. 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).
- D. If foreign 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.
- 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.

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. Budget Contingency Clause

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

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2023 – June 30, 2024

The county agrees to provide wholesale and production Compliance and Risk Based Inspection (CRBI) services for the California Department of Food and Agriculture (CDFA), Egg Safety and Quality Management (ESQM) Program. 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 applicable State policies and procedures.

Any financial penalties imposed and/or "Notice of Proposed Action" by the county for violations of the laws, shall be retained in the county.

This agreement is effective from July 1, 2023, through June 30, 2024.

Payments will be made for CRBI inspections, 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); forms required for this agreement's payment submissions include: Quarterly CRBI reports, ESQM/County Cost Agreement form, Monthly Compiler list of inspections, and the approved County Report 9 (dated 10/27/17), for each month within the quarter (forms are available upon request from ESQM).

All forms and completed inspections lists are due to the ESQM District Supervisor by the thirtieth day following the end of each quarter (listed above), as appropriate for the functions listed below:

- CRBI Wholesale Inspections
- CRBI Production Inspections
 - Any producer with under 12,000 annual cases or under 3000 birds will fall under retail inspections.
 - Any distributor/wholesale under 12,000 annual cases will fall under retail inspections.
 - Any distributor with under 12,000 annual cases whose point of sale is directly to the consumer including small producers selling at certified farmer's markets, swap meets, roadside stands, flea markets, and any distributor/wholesale will fall under retail inspections.

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 County and ESQM will inspect 1% of annual cases available, provided by the company for their facilities within each county. Facilities achieving a compliance rate of 90% or better and maintaining Risk Basked Violations within an acceptable level during a period of one quarter (3 months), will allow the inspection rate to drop to 0.5% (one half percent of egg cases available).

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2023 – June 30, 2024

Should the compliance rate fall below 90% or Risk Based violations are beyond the acceptable levels, then inspections shall revert to the 1% rate. CRBI will be performed monthly (refer to your county work-plan and quarterly CRBI worksheets). Re-inspections can be done at the per inspection rate; if there are no allowances left on the agreement for a re-inspection, please contact your District Supervisor and CDFA will complete as needed.

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, undergrades
 - 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.

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 baseline 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 during routine retail activities.

Enforcement Response:

Initially, enforcement will be centered upon an educational response, which includes an explanation on lot failures, etc., 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

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2023 – June 30, 2024

- 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 inspections and re-inspections
- 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) at the beginning of the following quarter, if required compliance of 90 percent is not maintained.

Expected Outcome:

- Provide a concentrated effort to inspect underperforming facilities
- Allow the county to operate an efficient egg inspection program
- Maintain acceptable compliance and risk-based levels, providing an incentive to facilities to maintain higher food safety standards

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 attended the annual training, have passed the certified exam given by ESQM to conduct shell egg inspections and are full time employees of the county. A copy of the exam certification or other ESQM certification must be retained by the county.
- Additional Training may be requested through your District Supervisor and billed using the inspection worksheets and the 100-egg samples completed during training. Mark each worksheet completed during training, with the word “TRAINING” and include the employee’s name and with whom from ESQM performed the training. This will provide clear identification for ESQM’s Contract Administrators verification and agreement tracking purposes. Send training inspection sheets with your regular quarterly billing cycle. Ensure the quarterly agreement amount is not exceeded.
- Provide monthly CRBI inspections for production and wholesale.
- Adhere to biosecurity protocols at CRBI Production facilities. ESQM does not provide car washes, personal protection respirators and/or dust masks for this agreement.
- Have available supply of Personal Protection Equipment (PPE) such as: clean, dedicated rubber boots or disposable plastic shoe covers, a mask, disposable gloves and a hair net for Production and Wholesale inspections. Disposable coveralls should only be used when entering live bird areas. These items shall be requested through your assigned ESQM District Supervisor.
 - For approved PPE reimbursements see Funding Display.
- Any eggs held off sale shall be coordinated with the district supervisor for release if in another county.

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- Provide Release inspections for lots that have failed and have generated a Notice of Non-Compliance or Hold Tag. These reinspection's may come from a failed inspection within your county or requested by ESQM. Please provide an inspection work sheet for every release you are completing. Mileage should be included. Billing instructions will be included on the Fiscal Display page. **Note: Quality Control Inspections requested by companies within your County are not allowed on this agreement.**

Types of Non-compliance releases may include:

1. Check releases – Please handle as a quality control release. Sampling is required.
 2. Label releases – Assure labeling correction has been completed. No sampling is required.
 3. Underweight releases – Please handle as a quality control release, by completing the required samples to inspect, including weight. Sampling is required.
 4. Temperature violation releases - When a facility fails for temperature during a routine inspection, the cooler itself (not the eggs) are held off and must be corrected within 24 hours of violation time. A temperature violation is cleared by an inspector returning to take temps or assure that the eggs have been moving to a cooler that meets temperature requirements. No sampling is required.
 5. Border Station Hold releases - Upon direction of the State District Supervisor. Assure egg shipment documentation is corrected, pull, sign and return hold tag to CDFA with an Egg Inspection Worksheet. No sampling is required.
- Maintain work records for each Inspector daily, showing work performed, mileage, dozens, cases, and lots under this agreement; together with copies of the quarterly CRBI reports, ESQM/County Cost Agreement form, Monthly Compiler list of inspections, the approved County Report 9 (dated 10/27/17) for Production/Wholesale, and completed inspection sheets per inspection
 - Provide copies of the CRBI worksheet to facility management after each inspection.
 - Assign a contact for agreement and billing inquiries and send to ESQM's agreement manager Olivia Call at: Olivia.call@cdfa.ca.gov
 - All allowable expenses are located on the Funding Display page of your agreement
 - **Submit completed, quarterly billing by the thirtieth calendar day after the quarter ends; mail or email, all the completed forms to the State District Supervisor in your area; including completed copies of: quarterly CRBI reports, ESQM/County Cost Agreement form, Monthly Compiler list of inspections, the approved County Report 9 (10/27/17), and a copy of the completed inspection worksheets for each inspection**
 - Ensure inspection **100-egg samples are completed each month** and within the quarter or forfeit any samples remaining. Inspection samples will start over each quarter (100-egg Sample is based on a per facility basis (CRBI), using CCR 1353.6 to formulate each company's 100-egg sample schedule).
 - 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.

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2023 – June 30, 2024

- Furnish necessary inspection equipment not otherwise covered by ESQM including additional Personal Protective Equipment, candler, scale, thermometer, transportation, office space, supplies, and administrative support services for carrying out the inspection work under this agreement.

Failure to meet the above requirements 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 and provide one-on-one training to those county personnel that do not pass the online exam on the third attempt.
- ESQM shall provide certification of completion to inspectors that have completed the annual training and passed the final exam.
- 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 will maintain a working file of all inspection worksheets for each county, completed per quarter, including any reinspection's that were requested by ESQM Staff
- ESQM shall reimburse up to the approved amount on your Funding Display, the appropriate personal protection equipment for facility inspections, per contractual year. This equipment includes: Tyvek coveralls, hairnets, booties and/or boot covers (does not include: nitrile gloves, disinfectants, respirators/dust masks or biosecurity car washes). Prior approval from your District Supervisor must be made, prior to purchase. Please include a detailed copy of your receipt with your quarterly invoice.
- ESQM shall provide training materials, forms, manuals - as needed on an on-going basis.
- 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.

County of Riverside
Funding and Inspection Display
STATE ENFORCEMENT
2023/2024 Fiscal Year

*PRODUCTION INSPECTION		*WHOLESALE INSPECTION	
**Funding Per 100-egg Samples	\$72.04	**Funding Per 100-egg Samples	\$72.04
Total 100-egg Samples to be Inspected for Fiscal Year 23/24	264	Total 100-egg Samples to be Inspected for Fiscal Year 23/24	1,524
Quarterly 100-egg Samples to be Inspected	66	Quarterly 100-egg Samples to be Inspected	381
¹ Quarterly Funding	\$4,754.64	¹ Quarterly Funding	\$27,447.24
Maximum Funding for 100-egg Samples	\$19,018.56	Total Inspection Funding	\$109,788.96
² Allowed mileage for FY 23/24	\$1,288.17	² Allowed mileage for FY 23/24	\$2,576.33
Total Funding for Production for FY 23/24	\$20,306.73	Total Funding for Wholesale for FY 23/24	\$112,365.29

³ Allowed administrative costs @ (\$75.00/per quarter)	\$300.00
⁴ Training costs up to (5) employees/ per year @ \$50/per emp.)	\$250.00
⁵ PPE Reimbursement up to \$150.00/per year	\$150.00
TOTAL FUNDING for Fiscal Year 2023/2024	\$133,372.02

¹The county may charge up to the quarterly contract limit of Production \$4,754.64/per quarter and Wholesale \$27,447.24/per quarter.

²Mileage is based on the prior fiscal year's amount, the amount for this fiscal year is 5,900. Miles were calculated at the federal approved rate for calendar year 2023 at \$0.655. The county may charge up to the approved mileage amount of \$3,864.50 and is able to change the rate when the federal rate changes for each contractual year. Mileage should start and finish at Headquarters, home, or previous inspection, whichever is the shortest distance.

³The county may charge for allowable administrative costs at (\$75.00/per quarter).

⁴Training cost up to five employees (four inspectors and one supervisor) and up to \$50.00 per employees will be reimbursable if the county employees attend workshops instructed by CDFA. The allowable training expenses will be subtracted from the county's "Total Funding" for the Fiscal Year 2023/2024. A prior approval for the training from your District Supervisor is required for reimbursements. Invoicing for reimbursements for Field Training with CDFA Supervisors, please see State Egg Quality Enforcement Workplan, under County Shall (page 3).

⁵Approved Personal Protection Equipment (PPE) for Production inspections may be reimbursed up to \$150.00. Approved PPE is listed on the State Egg Quality Enforcement Workplan, under County Shall (page 5). Please include a copy of a detailed receipt with your Quarterly Invoice. A prior approval for the PPE from your District Supervisor is required for reimbursements. The allowable PPE expenses will be subtracted from the county's "Total Funding" for the Fiscal Year 2023/2024.

*Production/Wholesale 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 sites.

**Re-inspections for Labeling, Temperature and Border Station violations at CRBI Production and Wholesale facilities the County shall be reimbursed at (1) 100 egg sample rate, plus mileage, ONLY. Please provide Inspection Worksheet stating what work was done and what is being billed.

For Re-inspections for Checks or Underweights at CRBI Production and Wholesale facilities, the County shall be reimbursed per 100-egg sample rate/per lot size according to full official sampling schedule (as stated in CCR 1353.6). The county is required to keep within the contract's allowable funding and provide monthly CRBI inspections, as stated on page (1) under "Compliance and Risk Based Inspection (CRBI) Shell Eggs and page (3-4) under "The County Shall," of your County's "State Egg Quality Control Workplan," plus mileage. Please provide Inspection Worksheet stating what work was done and what is being billed. Please Note: Quality Control Inspections requested by companies within your County are not allowed on this agreement.