

File No. 120226

Committee Item No. 1
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance SUB-Committee Date: March 28, 2012

Board of Supervisors Meeting Date _____

Cmte Board

- | | | |
|-------------------------------------|--------------------------|----------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Budget & Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Ethics Form 126 |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form (for hearings) |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |

OTHER

(Use back side if additional space is needed)

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Completed by: Victor Young

Date: March 23, 2012

Completed by: Victor Young

Date: _____

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file.

1 [Accept and Expend Grant - Egg Quality Control Program - \$3,883.76]

2
3 **Resolution authorizing the San Francisco Department of Public Health to retroactively**
4 **accept and expend a state grant in the amount of \$3,883.76 from the California**
5 **Department of Food and Agriculture, to participate in a program entitled Egg Quality**
6 **Control Program for the period of July 1, 2011, through June 30, 2012, and waiving**
7 **indirect costs.**

8
9 WHEREAS, California Department of Food and Agriculture has agreed to fund the
10 Department of Public Health in the amount of \$3,883.76 for the period of July 1, 2011 through
11 June 30, 2012; and

12 WHEREAS, The purpose of this project is to provide egg inspection services for the
13 Egg Quality Control Program; and

14 WHEREAS, Egg Quality Control Program grant does not contain indirect costs
15 because the California Department of Food and Agriculture prohibits including indirect costs in
16 the budget; and

17 WHEREAS, The grant terms prohibit including indirect costs in the grant budget; now,
18 therefore, be it

19 RESOLVED, That Department of Public Health is hereby authorized to accept and
20 expend a grant retroactively in the amount of \$3,883.76 from the California Department of
21 Food and Agriculture; and, be it


22 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of
23 indirect costs in the grant budget; and, be it

1 FURTHER RESOLVED, That Department of Public Health is hereby authorized to
2 retroactively accept and expend the grant funds pursuant to San Francisco Administrative
3 Code section 10.170-1; and, be it

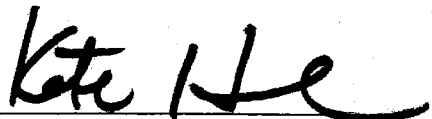
4 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of
5 indirect costs; and, be it

6 FURTHER RESOLVED, That the Director of Health is authorized to enter into the
7 agreement on behalf of the City.

8
9
10 RECOMMENDED:

11 
12 _____
13 Barbara A. Garcia, MPA
14 Director of Health

APPROVED:

15 
16 _____
17 Office of the Mayor

18 
19 _____
20 Office of the Controller



Edwin M. Lee
Mayor

Barbara A. Garcia, MPA
Director of Health

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: *BA* Barbara A. Garcia, MPA *one*
Director of Health

DATE: February 13, 2012

SUBJECT: Grant Accept and Expend

GRANT TITLE: Egg Quality Control Program - \$3,883.76

Attached please find the original and 4 copies of each of the following:

- Proposed grant resolution, original signed by Department
- Grant information form, including disability checklist -
- Budget and Budget Justification
- Grant application: Not Applicable. No application submitted. Asked to participate in the project.
- Agreement / Award Letter
- Other (Explain):

Special Timeline Requirements:

Departmental representative to receive a copy of the adopted resolution:

Name: Richelle-Lynn Mojica

Phone: 255-3555

Interoffice Mail Address: Dept. of Public Health, Office of Quality Management for Community Programs, 1380 Howard St.

Certified copy required Yes

No

File Number: _____
(Provided by Clerk of Board of Supervisors)

Grant Information Form
(Effective March 2005)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: **Egg Quality Control Program – Agreement No. 11-0139-SA**
2. Department: **Department Of Public Health- Environmental Health
1390 Market Street, Suite #210
San Francisco, Ca 94102**
3. Contact Person: **Miguel Monroy** Telephone: **(415) 252-3939**
4. Grant Approval Status (check one):

Approved by funding agency Not yet approved

5. Amount of Grant Funding Approved or Applied for: **\$3,883.76**

6a. Matching Funds Required: **\$0**

b. Source(s) of matching funds (if applicable): **N/A**

7a. Grant Source Agency: **California Department of Food and Agriculture (CDFA)**

b. Grant Pass-Through Agency (if applicable): **N/A**

8. Proposed Grant Project Summary:

The County agrees to provide egg inspection services for the Egg Quality Control Program. The inspections shall be performed as provided in the Food and Agricultural Code, Division 12, Part 4, Chapter 1 (commencing with Section 27501); the California Code of Regulation, Title 3, Subchapter3; and any State policies and procedures. The County will receive payments upon submission of completed Form 9's as appropriate for the functions listed below:

- **Retail inspection**
- **Production inspection**
- **Wholesale inspection**
- **Approved Retail/Wirebasket Complaint investigations**

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: **July 1, 2011**

End-Date: **June 30, 2012**

- 10a. Amount budgeted for contractual services: **N/A**
- b. Will contractual services be put out to bid? **N/A**
- c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? **N/A**
- d. Is this likely to be a one-time or ongoing request for contracting out? **N/A**

11a. Does the budget include indirect costs? Yes No

b1. If yes, how much?

b2. How was the amount calculated?

c. If no, why are indirect costs not included?

- Not allowed by granting agency To maximize use of grant funds on direct services
 Other (please explain):

12. Any other significant grant requirements or comments:

GRANT CODE (Please include Grant Code and Detail in FAMIS): **HCHPBINSPECT – 48999**

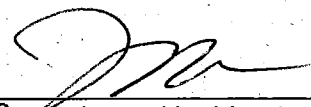
****Disability Access Checklist****

13. This Grant is intended for activities at (check all that apply):


- | | | |
|------------------------------------------------------|-----------------------------------------------------------|-----------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Existing Site(s) | <input checked="" type="checkbox"/> Existing Structure(s) | <input checked="" type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s) |
| <input type="checkbox"/> New Site(s) | <input type="checkbox"/> New Structure(s) | |

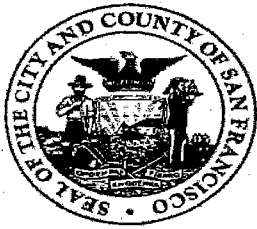
14. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer: 
for Jason Hashimoto

Date Reviewed: 2/13/12

Department Approval: 
Barbara A. Garcia, MPA (Signature) Director of Public Health



City and County of San Francisco
ENVIRONMENTAL HEALTH SECTION
Agriculture Program

Edwin Lee, Mayor
Barbara Garcia, MPH
Director of Health
Rajiv Bhatia, MD, MPH
Director of EHS & OSH
Miguel Monroy
Agricultural Commissioner

EGG INSPECTIONS
Line Item Budget
11-0139-SA
Fiscal Year 2011-2012

Date: 2/6/2012

| Activities | # of Inspections | Fee | Max. Funding |
|----------------------------------------------|------------------|----------|--------------|
| <i>RETAIL INSPECTIONS</i> | | | |
| Minimum 100 Egg Samples | 82 | \$ 22.14 | \$ 1,815.48 |
| <i>WHOLESALE INSPECTIONS</i> | | | |
| Min. 100 Egg Samples- 19 Samples per quarter | 116 | \$ 17.83 | \$ 2,068.28 |

Total State Funding **\$ 3,883.76**

Budget Justification:

The above figures represent the number of 100 egg samples requested by the state. For each retail inspection performed, a fee of \$22.14 will be issued to the county. This fee applies to up to 82 inspections during the fiscal year. Likewise for wholesale inspections, a fee of \$17.83 will be paid per inspection, up to a maximum of 116 inspections per fiscal year. Funding for this contract is not to exceed \$3,883.76

COOPERATIVE AGREEMENT
SIGNATURE PAGE

| |
|------------------|
| AGREEMENT NUMBER |
| 11-0139-SA |

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME
DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME
COUNTY OF SAN FRANCISCO

2. The term of this Agreement is: July 1, 2011 through June 30, 2012

3. The maximum amount of this Agreement is: \$3,883.76
Three Thousand Eight Hundred Eighty Three Dollars and Seventy Six Cents

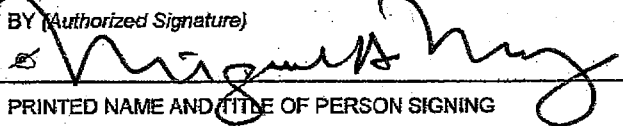
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

- Exhibit A: 3 Page(s)
 - Recipient and Project Information
 - Scope of Work
- Exhibit B: 2 Page(s)
 - Budget & Payment Provisions
 - Budget
- Exhibit C – General Terms and Conditions 2 Page(s)

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

RECIPIENT

RECIPIENT'S NAME (County's Name)
COUNTY OF SAN FRANCISCO

BY (Authorized Signature)


DATE SIGNED (Do not type)
18 May 2011

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME
DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)


DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
KATHY ALAMEDA, MANAGER - FEDERAL FUNDS MANAGEMENT OFFICE

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

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

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

2. The Managers for this Agreement are:

| FOR CDFA: | | FOR RECIPIENT: | |
|-----------------|------------------------------------------------------------------|-----------------|-------------------------------|
| Name: | Rosie Martin | Name: | Miguel Monroy |
| Section/Unit: | Animal Health & Food Safety Services/Egg Quality Control Program | Section/Unit: | County of San Francisco |
| Address: | 560 J Street, Room 220 | Address: | 1390 Market Street, Suite 822 |
| City/State/Zip: | Sacramento, CA 95814 | City/State/Zip: | San Francisco, CA 94102 |
| Phone: | 916-445-4243 | Phone: | 415-212-3830 |
| Email Address: | rmartin@cdfa.ca.gov | Email Address: | miguel.monroy@sfdph.org |

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

Scope of Work for State Inspectors 2011/2012

The County agrees to provide egg inspection services for the Egg Quality Control Program. The inspections shall be performed as provided in the Food and Agricultural Code, Division 12, Part 4, Chapter 1 (commencing with Section 27501); the California Code of Regulations, Title 3, Subchapter 3; and any State policies and procedures.

This contract will be effective from July 1, 2011 through June 30, 2012. All amendments to this document must be in writing and with the consent of both parties. The County will receive payments upon submission of completed Form 9's as appropriate for the functions listed below:

- Retail inspection
- Production inspection
- Wholesale inspection
- Approved Retail/Wirebasket Complaint Investigations

Disbursements will be made for work completed in quarterly payments as follows: July 1 to September 30 (1st quarter), October 1 to December 31 (2nd quarter), January 1 to March 31 (3rd quarter), and April 1 to June 30 (4th quarter). Late submission in reports will cause delay in payments to counties and a review of county paperwork processing procedures by the Egg Quality Control Program.

Any penalty imposed by the County for violations of the laws shall remain in the County imposing the penalty.

The County shall:

- Submit an annual work-load plan with regards to number of monthly inspection visits per facility for State contracted production, wholesale and retail work. The annual workload plan must be approved by the State before compensation for contract is made.
- Maintain work records for each inspector/biologist on a daily basis, showing service performed under this contract together with copies of egg inspection worksheets that show the quality of eggs inspected, eggs rejected, and the number of 100 egg samples inspected. Copies of the worksheet will be given to the plant management after each inspection.
- Submit completed Report #9's, Inspection Worksheet (517-015) by the 10th working day of the following month with corresponding non-compliance copies for that month attached. Report #9's shall be mailed or e-mailed to the State District Supervisor in your area.
- Payment to counties for contracted egg inspection work shall be paid quarterly pending approval by program supervisor for state enforcement program.
- Maintain all records for a period of three years after final payment.
- Permit the State to inspect such books, records, accounts, and other materials relevant to this contract.

- Furnish the necessary inspection equipment, transportation, office space, supplies, and support services for carrying out the inspection work under this contract.
- Notify the district supervisors of any new inspector/biologist prior to inspecting eggs in the county.

The State shall:

- Coordinate the training and technical supervision of inspectors/biologists employed by the County.
- Provide the County with inspection forms, noncompliance books, worksheets, hold-off-sale tapes, Report Form 9's, and bio-security clothing when applicable.
- Provide for the collection of the necessary fees from the egg industry.

The State and County agree:

- Quarterly payments in arrears will be made as outlined in the Assigned Work Activity Display for production, wholesale, and retail inspections.
- To receive the maximum payments for production, wholesale and retail inspections, the minimum number of 100 egg samples must be inspected. If the minimum number of 100 egg samples are not inspected by the end of each quarter for production and wholesale, payments will be made at the specified rate per sample.
- Wholesale inspection does not include establishments that require membership fees, such as Costco, Smart & Final and Sam's Club.
- The appropriate State supervisor may observe the actual inspection of eggs in the County at any time where work is being done under this contract.
- All certified and/or licensed inspectors shall adhere to the California Codes, Egg Inspection Manual, and program enforcement policies.
- State and County personnel will keep each other informed of issues pertaining to inspections made pursuant to this contract.
- If the Budget of the current year and/or any subsequent years covered under this contract does not appropriate sufficient funds for the program, this contract shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the County or to furnish any other considerations under this contract, and the county shall not be obligated to perform any provisions of the contract.

EXHIBIT B

BUDGET AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Recipient for actual allowable expenditures incurred in accordance with this Agreement and stated herein, which is attached hereto and made a part of this Agreement.

Original invoices shall include the Agreement Number, dates-of-service, type of work performed, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

- B. Unless stated in Exhibit A, Scope of Work, monthly invoices must be submitted within thirty (30) days after the end of each month in which work under this Agreement was performed to the CDFA Agreement Manager.
- C. A final invoice will be submitted for payment no more than thirty (30) days following the expiration date of this Agreement, unless an alternate deadline is agreed to by the CDFA Agreement Manager. The invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.

2. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the State Budget Act for purposes of this program, the State will have the option to either cancel this Agreement with no liability occurring to the State, or offer to amend the Agreement to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 – The California Prompt Payment Act.

4. Allowable Line Item Shifts

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

5. Allowable Expenses/Fiscal Documentation

- A. The Recipient will comply with all applicable State regulations.
- B. The Recipient will maintain adequate documentation for expenditures subject to this Agreement to permit the determination of the allowability of expenditures reimbursed by the State under this Agreement. If CDFA cannot determine expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to generally accepted accounting principles, the CDFA may disallow the expenditure.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in Title 2, California Code of Regulations, Sections 599.619 and 599.630.
- D. If international travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations. All international travel must comply with the "Fly America Act" U.S.C. Title 49 § 40118, government-financed air transportation.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

6. Budget

For a detailed budget for all work to be performed under the Scope of Work, see attached Budget.

County of San Francisco
 Funding and Inspection Display
 STATE ENFORCEMENT
 2011/2012 Fiscal Year

| RETAIL INSPECTION | | PRODUCTION INSPECTION | |
|-----------------------------------------|-------------------|-------------------------------------------|---------------|
| Minimum 100 Egg Samples to be Inspected | 82 | Minimum 100 Egg Samples to be Inspected | 0 |
| Funding Per 100 Egg Samples | \$22.14 | Quarterly 100 Egg Samples to be Inspected | 0 |
| Maximum Funding | \$1,815.48 | Quarterly Funding | \$0.00 |
| | | Funding Per 100 Egg Samples | \$17.83 |
| | | Maximum Funding | \$0.00 |

| WHOLESALE INSPECTION | |
|-------------------------------------------|-------------------|
| Minimum 100 Egg Samples to be Inspected | 116 |
| Quarterly 100 Egg Samples to be Inspected | 29 |
| Quarterly Funding | \$517.07 |
| Funding Per 100 Egg Samples | \$17.83 |
| Maximum Funding | \$2,068.28 |

| | |
|----------------------|-------------------|
| TOTAL FUNDING | \$3,883.76 |
|----------------------|-------------------|

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not commence performance until such approval has been obtained.

2. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the CDFA, in the form of a form of writing.

3. Indemnification

Recipient agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Recipient in the performance of this Agreement.

4. Disputes

Recipient will continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient will file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. The Notice of Dispute will contain the Agreement number. Within ten (10) days of receipt of the Notice of Dispute, the Agency Secretary, or Designee, will meet with the Recipient, CDFA Program Management, and Federal Funds Management for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee will be final. In the event of a dispute, the language contained within this Agreement will prevail.

5. Potential Contractors

If the Recipient contracts for a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise, will create any contractual relation between the State and any contractors, and no contract will relieve the Recipient of their responsibilities and obligations hereunder. The Recipient agrees to be as fully responsible to the State for the acts and omissions of its contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient. The Recipient's obligation to pay its contractors is an independent obligation from the State's obligation to make payments to the Recipient. As a result, the State will have no obligation to pay or to enforce the payment of any moneys to any contractor.

6. Independent Recipient/Contractor

Recipient, and the agents and employees of Recipient, in the performance of this Agreement, will act in an independent capacity and not as officers or employees or agents of the State.

7. Recycling Certification

The Recipient will certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision will specify that the cartridges so comply (Pub. Contract Code §12205).

8. Non-Discrimination Clause

During the performance of this Agreement, Recipient and its contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, and denial of family care leave.

Recipients and contractors will insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and contractors will comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Recipient and its contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement.

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

9. Governing Law

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

10. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and will not be affected thereby.

11. Excise Tax

The State of California is exempt from Federal excise taxes and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

12. Right to Terminate

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

13. Termination for Cause

The State may terminate this Agreement and be relieved of any payments should the Recipient fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed necessary by the State. All costs to the State will be deducted from any sum due the Recipient under this Agreement and the balance, if any, will be paid to the Recipient upon completion of the work.

14. Reporting Requirements

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

15. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material.

16. Amendments

Changes to Exhibit A, Scope of Work, Exhibit B, Budget or the Agreement term, must be requested in writing to the CDFA Agreement Manager via letter, fax or email no later than thirty (30) days prior to the requested implementation date. CDFA Agreement Manager will respond in writing via letter, fax or email as to whether the proposed changes are accepted. Any changes to the Scope of Work, Budget, or Agreement term must be approved in writing by CDFA prior to implementation. If approved by CDFA, the agreed upon changes will be made and become part of this Agreement.

DEPARTMENT OF FOOD AND AGRICULTURE

1220 N Street
Sacramento, CA 95814
(916) 445-4243



December 14, 2010

eggs 11-01

TO: ALL COUNTY AGRICULTURAL COMMISSIONERS

Reporting Eggs Readily Available for Inspection FY 2011/2012

Enclosed is the packet for reporting eggs available for inspection in your county. The following items and information is contained within the packet, and should be filled out completely and accurately:

- County Work Plan Form for 2011/2012
- 2011/2012 Cases Available Worksheet

Once you have filled out your county work plan, the total number of cases available from production, wholesale, and retail sites should match with the 2011/2012 cases available worksheet. Make enough copies of the Work Plan Form to list all inspection sites in your county. After completion, make copies of the packet to retain in your office for your records. Originals need to be in the Sacramento Egg Quality Control Office no later than February 1, 2011.

For fiscal year 2011/2012, counties will be reimbursed for inspection work at production/wholesale. Retail inspection work will be reimbursed to contracted counties only.

Reminder, only work contracted during a quarter will be reimbursed. All retail complaint inspections must be authorized by a State District Supervisor or Sacramento Headquarters Office.

Thank you for your attention and cooperation in this matter.

Sincerely,

Handwritten signature of Anthony S. Herrera in black ink.

Anthony S. Herrera, Program Supervisor
Egg Quality Control Program
Inspection Services

cc: Ed Williams
State District Supervisors

Enclosures

County Work Plan for State Egg Inspection

County Name San Francisco

Codes: P- Production, W - Wholesale, R-Retail

| Site Name and Address | Inspection Code | Monthly Inspection Visits | Monthly Cases Available | Annual Cases Available |
|---------------------------------------------|-----------------|---------------------------|-------------------------|------------------------|
| Andronicos - 1200 Irving St. | R | 0.083 (1 visit/year) | 72 | 864 |
| Cala Foods - California/Hyde | R | 0.083 | 20 | 240 |
| El Grande Produce Market - 2214 Clement St. | R | 0.083 | 4 | 48 |
| Lucky - 1515 Sloat Blvd. | R | 0.083 | 20 | 240 |
| Manila Oriental Market - 4175 Mission St. | R | 0.083 | 4 | 48 |
| Mi Rinchato Produce - 2169 Mission St. | R | 0.083 | 10 | 120 |

Please make as many copies of this form as you will need prior to filling it in.

County Work Plan for State Egg Inspection

County Name San Francisco

Codes: P- Production, W -- Wholesale, R-Retail

| Site Name and Address | Inspection Code | Monthly Inspection Visits | Monthly Cases Available | Annual Cases Available |
|----------------------------|-----------------|---------------------------|-------------------------|------------------------|
| Safeway - 2300 - 16th St. | R | 0.083 | 1,080 | 12,960 |
| Safeway - 350 Bay St. | R | 0.083 | 720 | 8,640 |
| Safeway - 850 La Playa | R | 0.083 | 20 | 240 |
| Safeway - 15 Marina Blvd. | R | 0.083 | 20 | 240 |
| Safeway - 4950 Mission St. | R | 0.083 | 1,080 | 12,960 |
| Safeway - 2020 Market St. | R | 0.083 | 20 | 240 |

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FY2011/2012

County Work Plan for State Egg Inspection

County Name San Francisco

Codes: P- Production, W - Wholesale, R-Retail

| Site Name and Address | Inspection Code | Monthly Inspection Visits | Monthly Cases Available | Annual Cases Available |
|------------------------------|-----------------|---------------------------|-------------------------|------------------------|
| Safeway - 625 Monterey Blvd. | R | 0.083 | 20 | 240 |
| Safeway - 2350 Noriega St. | R | 0.083 | 20 | 240 |
| Safeway - 730 Taraval St. | R | 0.083 | 20 | 240 |
| Safeway - 1335 Webster St. | R | 0.083 | 20 | 240 |
| Safeway - 735 7th Ave. | R | 0.083 | 20 | 240 |
| Safeway - 298 King St. | R | 0.083 | 1,080 | 12,960 |

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County Work Plan for State Egg Inspection

County Name San Francisco

Codes: P- Production, W – Wholesale, R-Retail

| Site Name and Address | Inspection Code | Monthly Inspection Visits | Monthly Cases Available | Annual Cases Available |
|------------------------------------|-----------------|---------------------------|-------------------------|------------------------|
| Safeway - 3350 Mission St. | R | 0.083 | 1,080 | 12,960 |
| Safeway - 145 Jackson St. | R | 0.083 | 20 | 240 |
| Safeway - 5290 Diamond Hills | R | 0.083 | 20 | 240 |
| Smart & Final - 355 Bayshore Blvd. | R | 0.083 | 200 | 2,400 |
| Trader Joe's - 3 Masonic Ave. | R | 0.083 | 900 | 10,800 |
| Trader Joe's - 555 9th St. | R | 0.083 | 900 | 10,800 |

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County Work Plan for State Egg Inspection

County Name San Francisco

Codes: P- Production, W - Wholesale, R-Retail

| Site Name and Address | Inspection Code | Monthly Inspection Visits | Monthly Cases Available | Annual Cases Available |
|----------------------------------------|-----------------|---------------------------|-------------------------|------------------------|
| 25th Produce Market - 2354 Clement St. | R | 0.083 | 4 | 48 |

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County Work Plan for State Egg Inspection

County Name San Francisco

Codes: P- Production, W - Wholesale, R-Retail

| Site Name and Address | Inspection Code | Monthly Inspection Visits | Monthly Cases Available | Annual Cases Available |
|--------------------------------------------------|-----------------|---------------------------|-------------------------|------------------------|
| Kael's Eggs - 1950 Innes (415) 282-0990 | W | 0.33 (1 visit/quarter) | 1,700 | 20,400 |
| V & C - 1736 Fitzgerald Ave. (415) 468-7000 | W | 0.33 | 1,000 | 12,000 |
| Restaurant Depot - 2045 Evan Ave. (415) 920-2888 | W | 0.33 | 3,900 | 46,800 |
| Fresh Green Co. (415) 285-6260 | W | 0.33 | 960 | 11,520 |
| Greenleaf Produce (415) 647-2991 | W | 0.33 | 1,300 | 15,600 |
| Cooks Company-1942 Jerrold Ave. (415) 824-2800 | W | 0.33 | 425 | 5,100 |

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County Work Plan for State Egg Inspection

County Name San Francisco

Codes: P- Production, W - Wholesale, R-Retail

| Site Name and Address | Inspection Code | Monthly Inspection Visits | Monthly Cases Available | Annual Cases Available |
|--------------------------------------------------------------|-----------------|---------------------------|-------------------------|------------------------|
| Vegi Works - Jerrold Ave. | W | 0.33 | 240 | 2,880 |
| Yuet Cheong Produce - 2050 Jerrold Ave. (415) 920-8900 | W | 0.33 | 2,500 | 30,000 |
| Quality Fresh Produce - 2088 Jerrold Ave. (415) 285-3411 | W | 0.33 | 560 | 6,720 |
| Stanley Produce - 1975 Jerrold Ave. (415) 282-7510 | W | 0.33 | 240 | 11,520 |
| Ocean Paradise Produce - 1965 Jerrold Ave. (415) 821-1628 | W | 0.33 | 960 | 11,520 |
| Five Harvest Co. Inc. - 1925 Jerrold Ave. (415) 920-6921 | W | 0.33 | 60 | 720 |

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