Committee Item	No
Board Item No	79
• -	

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Board of Su	upervisors Meeting Date December 6	<u>3, 2011</u>
Cmte Board	Motion Resolution Ordinance Legislative Digest Budget Analyst Report Legislative Analyst Report Youth Commission Report Introduction Form (for hearings) Department/Agency Cover Letter and/or Re MOU Grant Information Form Grant Budget Ethics Form 126 Subcontract Budget Contract/Agreement Award Letter Application Correspondence	eport
OTHER	(Use back side if additional space is need	ed)
Completed Completed	- +J -	mber 30, 2011

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

[Accept and Expend Grant - Organic Program - \$3,100]

Resolution authorizing the Department of Public Health to retroactively accept and expend a grant (Agreement #11-0113-SA) from the California Department of Food and Agriculture in the amount of \$3,100 to fund the Organic Program for the period of July 1, 2011, through June 30, 2012, and waiving indirect costs.

WHEREAS, California Department of Food and Agriculture has agreed to fund the Department of Public Health in the amount of \$3,100 for the period of July 1, 2011, through June 30, 2012; and

WHEREAS, The purpose of this project is to protect producers, handlers, processors, retailers, and consumers of organic foods sold in California by enforcing labeling laws relating to "organic" claims for fresh agricultural products; and

WHEREAS, As a condition of receiving the grant funds, California Department of Food and Agriculture requires the City to enter into an agreement (Agreement), a copy of which is on file with the Clerk of the Board of Supervisors in File No.111292; which is hereby declared to be a part of this resolution as if set forth fully herein; and

WHEREAS, A request for retroactive approval is being sought because Department of Public Health did not receive notification of the agreement until after July 2011 for a project start date of July 1, 2011; and

WHEREAS, Organic Program grant does not contain indirect costs because the California Department of Food and Agriculture prohibits including indirect costs in the budget; and

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

accept and expend a grant in the amount of \$3,100 from the California Department of Food and Agriculture; and, be it

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

RESOLVED. That Department of Public Health is hereby authorized to retroactively

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

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

RECOMMENDED:

Barbara A. Garcia, MPA

Director of Health

APPROVED:

Office of the Mayor

Office of the Controller

City and County of San Francisco

Department of Public Health



Edwin M. Lee Mayor Barbara A. Garcia, MPA Director of Health

TO:	Angela Calvillo, Clerk of the Board of Supervisor	S
FROM:	Barbara A. Garcia, MPA Director of Health	
DATE:	October 26, 2011	
SUBJECT:	Grant Accept and Expend	
GRANT TITLE:	Organic Program - \$3,100	
Attached please fir	nd the original and 4 copies of each of the followi	ng:
	ant resolution, original signed by Department	
	ation form, including disability checklist -	
⊠ Budget and B	Budget Justification	
☐ Grant application in the project ☐ Agreement / A		sked to participate
Other (Explai	in):	
Special Timeline Re	equirements:	
Departmental rep	resentative to receive a copy of the adopted r	esolution:
Name: Richelle-Ly	nn Mojica Phone: 255-3	555
	dress: Dept. of Public Health, Office of Quality Ma ms, 1380 Howard St.	anagement for
Certified copy requ	ired 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:

Organic Program Agreement #11-0113-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):

[X] Approved by funding agency

[] Not yet approved

5. Amount of Grant Funding Approved or Applied for:

\$3,100.00

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:

California Organics/ Organic Foods Act: The California Department of Food and Agriculture's State Organic Program (SOP) was created at the request of the California organic industry and as a result of the federal 1990 Organic Foods Production Act. The SOP's purpose is to protect producers, handlers, processors, retailers and consumers of organic foods sold in California by enforcing labeling laws relating to "organic" claims for fresh agricultural products. The California Department of Public Health enforces laws pertaining to organic claims for processed products. The SOP coordinates its enforcement activities with the County Agricultural Commissioner. Activities include administering the program, training county biologists, initiating complaint investigation, registering private certification organizations, and acting as a resource for information on the California Organic Products Act and the organic industry in California.

The county will receive payments as appropriate for the following functions:

- Registrations and renewals
- Spot inspections
- Complaint investigations

Revised: 03-2011

. Grant Project Schedule, as allowed in approva	I documents	, or as propo	sed:		
Start-Date: July 1, 2011		End-Date:	June 30, 20	12 ,	
0a. 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 requirements? N/A	goals of the	department	i's MBE/WBE		
d. Is this likely to be a one-time or ongoing rec	quest for con	tracting out?	N/A		•
1a. Does the budget include indirect costs?	[] Yes	[X] No			
b1. If yes, how much? \$0.00	, ,			4	
b2. How was the amount calculated? N/A					
c. If no, why are indirect costs not included?					
[X] Not allowed by granting agency [] Other (please explain):	[] To max	imize use of	grant funds o	on direct s	ervices
2. Any other significant grant requirements or co	omments:				and the second second
DPH respectfully requests for approval 2011. The Department received the sub	to accept a contract ag	nd expend reement on	these funds May 2, 2011	retroactiv	∕e to July
GRANT CODE (Please include Grant Code and D	Detail in FAM	IIS): <u>HCH</u>	PBINSPECT	<u> 48999</u>	
*Disability Access Checklist***				· ^ .	
13. This Grant is intended for activities at (check	all that apply):		v.	
X] Existing Site(s) [X] Existing Structur [Rehabilitated Site(s) [New Site(s) [] New Structure(s)	ucture(s)		sting Program Program(s) c		
			• • • • • • • • • • • • • • • • • • •		

Revised: 03-2011

and concluded that the project as proposed will be in	ayor's Office on Disability have reviewed the proposal compliance with the Americans with Disabilities Act and gulations and will allow the full inclusion of persons with eptions, as described in the comments section:
Comments:	
Departmental or Mayor's Office of Disability Reviewer	
	Jason Hashimoto
Date Reviewed: (0/24/1	
Department Approval: Barbara A. Garcia, MPA	Director of Public Health
(Signature)	

3

A. Organic Program Procedures

Activity	Rate	Quantity		Total
Registrations & Amendments	\$60.00	4		\$240.00
Spot Inspections	\$210.00	8		\$1680.00
Farmer's Market Inspections (Additional 30 @ \$10.00)	\$70.00	10		\$1000.00
Residue Sampling	\$180.00	_1	· · · · · · · · · · · · · · · · · · ·	\$180.00
Total:				\$3,100.00

A. Organic Program Procedures

• Registration Fees:

For each "new" and "amended" organic registration the City & County of San Francisco will receive \$60.00.

• Spot Inspection Program:

The City & County of San Francisco has been assigned eight Spot Inspections and ten Farmers' Market inspections.

The City & County of San Francisco will be paid \$210.00 for each spot inspection completed for producers, handlers, processors, and retail stores. Farmers' Market inspections will be paid at the rate of \$70.00 for the initial visit and first organic participant inspected, and an additional \$10.00 will be paid for each additional organic participant inspected at that market.

• Supplemental Spot Inspection Program:

When the need arises, supplemental inspections will be approved by the CDFA staff at the above spot inspection rates.

• Complaint Investigations/Residue Sampling:

The City & County of San Francisco will be reimbursed for each approved Complaint investigation or sample(s) collected at actual cost. The City & County of San Francisco shall itemize each invoice.

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER

11-0113-SA

1. This Agreement is entered into between the State A	ency and the Recipient named below:
STATE AGENCY'S NAME DEPARTMENT OF FOOD AND AGRICULTUR	E (CDFA)
RECIPIENT'S NAME COUNTY OF SAN FRANCISCO	
2. The term of this Agreement is: July	, 2011 through June 30, 2012
	Thousand One Hundred Dollars and Zero Cents
 The parties agree to comply with the terms and concepart of the Agreement 	itions of the following exhibits which are by this reference made a
Exhibit A: Recipient and Project Information Scope of Work	3 Page(s)
Exhibit B: • Budget & Payment Provisions • Budget	2 Page(s)
Exhibit C – General Terms and Conditions	2 Page(s)
IN WITNESS WHEREOF, this Agreement has been executed R	I by the parties hereto.
RECIPIENT'S NAME (County's Name) COUNTY OF SAN FRANCISCO	
BY (Authorized Signature)	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	
STATE	OF CALIFORNIA
AGENCY NAME DEPARTMENT OF FOOD AND AGRICULTURE (DFA)
BY (Authorized Signature)	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING KATHY ALAMEDA, MANAGER - FEDERAL FUNDS MA	NAGEMENT OFFICE
ADDRESS 1220 N STREET, ROOM 120 SACRAMENTO, CA 95814	MA

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

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

The County will perform inspections according to the California Organic Foods Act.

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIEN	FOR RECIPIENT:		
Name:	Kiley Mason	Name:	Miguel Monroy		
Section/Unit:	Inspection Services I & C Branch	Section/Unit:	COUNTY OF SAN FRANCISCO		
Address:	1220 N Street	Address:	1390 Market Street, Suite 822		
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	San Francisco, CA 94102		
Phone:	916-445-2180 ext. 3456	Phone:	415-252-3830		
Email Address:	kmason@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 2011/2012

Pursuant to Chapter 10 of Division (commencing with section 46000) of the California Food and Agricultural Code, CDFA will disburse funds to the County for costs incurred in the enforcement of the California Organic Foods Act.

The County will receive payments as appropriate for the following functions:

- · Registrations and amendments
- Spot inspections
- · Soil and tissue sampling
- Complaint investigations

Disbursements will be made in two block payments: 1) For work completed from July 1 to December 31, 2011; and 2) for work completed from January 1 to June 30, 2012.

Administrative civil penalties imposed by the County for violations of the California Organic Guidelines Foods Act shall conform to the report on Organic Food Act Administrative Civil Penalty Guidelines and remain in the County imposing the penalty.

All procedures are outlined in the Organic Program Procedures Manual.

San Francisco County - Organic Program 2011/ 2012 Annual Work Plan

REGISTRATION FEES

For each "new" and "amended" organic registration the County will receive \$60.00.

SPOT INSPECTION PROGRAM

San Francisco County has been assigned eight Spot Inspections and ten Farmers' Market inspections.

The County will be paid \$210.00 for each spot inspection completed for producers, handlers, processors, and retail stores. Farmers' Market inspections will be paid at the rate of \$70.00 for the initial visit and first organic participant inspected, and an additional \$10.00 will be paid for each additional organic participant inspected at that market.

SUPPLEMENTAL SPOT INSPECTION PROGRAM

When the need arises, supplemental inspections will be approved by CDFA staff at the above spot inspection rates.

COMPLAINT INVESTIGATIONS / RESIDUE SAMPLING

The County will be reimbursed for each approved complaint investigation or sample(s) collected at actual cost. County shall itemize each invoice.

EXHIBIT B

BUDGET AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For assistance 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 the rates specified in the Scope of Work and Budget.
- 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 tenpercent (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.

-San Francisco Fiscal Display - FY 2011/2012

At the discretion of the county, these inspections can be any combination of producer, handler, or retail Spot Inspections. Uncertified operations shall be inspected prior to any certified operations.

	2.5	*		
New Spot Inspection Assignments				
	Amount		Rate	Total
	8	@	\$210.00	\$ <u>1,680.00</u>
	Amount	1 st Organic Participant	Estimated Additional Organic Participants	
Farmers Market	10	@ 70.00	+ 30 @ \$10.00	\$ <u>1,000.00</u>
New Registrations & New Amendments				
	Amount		Rate	Total
	4	@	\$60.00	\$ 240.00
Residue Sample & Investigation				Total
				Total
			Estimated Costs	\$ 180.00

Total For 2011/2012 \$ 3,100.00

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.

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.

Introduction Form

By a member of the Board of Supervisors or the Mayor

	or meeting date
1. For reference to Committee:	
An ordinance, resolution, motion, or charter amendment 2. Request for next printed agenda without reference to Committee	
3. Request for hearing on a subject matter at Committee:	
4. Request for letter beginning "Supervisor	inquires"
5. City Attorney request	ARD SA
6. Call file from Committee	OF A POP OF
7. Budget Analyst request (attach written motion).	SUP
8. Substitute Legislation File No.	
	00R
10. Board to Sit as A Committee of the Whole	· · · · · ·
11. Question(s) submitted for Mayoral Appearance before the BOS on	III.
Please check the appropriate boxes. The proposed legislation should be forwarded to the followin Small Business Commission Youth Commission Ethics Commis	-
☐ Planning Commission ☐ Building Inspection Commission	
Note: For the Imperative Agenda (a resolution not on the printed agenda), use a different for	n.
ponsor(s):	
Supervisor Mar	
Subject:	1
Accept and Expend Grant - Organic Program - \$3,100	
The text is listed below or attached:	
Resolution authorizing the San Francisco Department of Public Health to retroactively accept and e (Agreement #11-0113-SA) in the amount of \$3,100 from the California Department of Food and Agreement Program for the period of July 1, 2011, through June 30, 2012, and waiving indirect co	griculture to fund
Signature of Sponsoring Supervisor:	
For Clark's Usa Only	

111292

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