COUNTY OF LOS ANGELES

Department of
Agricultural Commissioner/
Weights and Measures

Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

12300 Lower Azusa Road
Arcadia, CA 91006-5872
https://acwm.lacounty.gov

Maximiliano E. Regis
Chief Deputy

September 29, 2026

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

39 September 29, 2026

EDWARD YEN
EXECUTIVE OFFICER

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF AGREEMENT #26-0254-000-SA
WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
FOR EGG QUALITY CONTROL
(ALL DISTRICTS) (3 VOTES)

SUBJECT

The Department of Agricultural Commissioner/Weights and Measures (ACWM) is requesting approval of an agreement with the California Department of Food and Agriculture (CDFA) to perform wholesale egg inspection services for the CDFA Egg Safety and Quality Management Program (ESQM).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying agreement with the CDFA, which reimburses the County up to $214,825.51 for wholesale egg inspection services for one year, beginning July 1, 2026.

2. Delegate authority to the Commissioner/Director, or his designee, to sign amendments to this agreement that are consistent with the requirements of the Agreement referenced above that amend the amount and Scope of Work, subject to: 1) prior review and approval as to form by County Counsel; and 2) the Commissioner/Director providing written notification to your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will enable ACWM to conduct State Compliance and Risk-Based Inspections (CRBI) of eggs at wholesale facilities in Los Angeles County. The purpose of CRBI is to ensure egg quality and safety compliance and to concentrate inspections on egg handlers not achieving a 90% compliance rate or better.

Statewide, ESQM seeks to inspect 1% of all cases of eggs available annually. By utilizing a CRBI matrix, the inspection rate will drop to 0.5% (one half percent of eggs available) for companies that consistently achieve quality compliance and an acceptable level of food safety compliance, thus allowing inspectors to concentrate inspection efforts on wholesale facilities that need closer monitoring.

Inspections are performed as provided in the Food and Agricultural Code, Division 2, Part 4, Chapter 1 (commencing with Section 27501); the California Code of Regulations, Title 3, Subchapter 3, and any applicable State policies and procedures.

Implementation of Strategic Plan Goals

The action supports the County Strategic Plan through the following Strategy:

North Star 3: Realize Tomorrow's Government Today – Focus Area Goal (G): Internal Controls and Processes – Strategy (i) Maximize Revenue - by maximizing revenue and Leveraging Resources to increase consumer confidence, the promotion of a fair and equitable marketplace for egg producers and market operators, and greater collaboration among State and County partners.

FISCAL IMPACT/FINANCING

Under this agreement, CDFA will provide funding up to $214,825.51 for work performed by ACWM for the period July 1, 2026, through June 30, 2027. ACWM will be fully reimbursed for eligible expenses up to the maximum allowable amount of the agreement. The revenue was included in the Department's Fiscal Year 2026-2027 Final Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract applies to the period of July 1, 2026, through June 30, 2027.

ACWM is mandated by Food and Agricultural Code, Division 2, Chapter 2, Sections 2281 & 2282 to administer the egg quality control enforcement program at the local level.

Agreement #26-0254-000-SA has been reviewed by County Counsel and is approved as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Board action will support program services for the entire 2026-2027 Fiscal Year.

Respectfully submitted,

KURT E. FLOREN
Agricultural Commissioner, Director of Weights and Measures

KEF:MR:elm

Enclosures

c: Chief Executive Officer
Executive Officer, Board of Supervisors
County Counsel
Auditor Controller

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev. 1/2026)

GRANT AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
26-0254-000-SA

1. 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 LOS ANGELES

2. The Agreement Term is: July 1, 2026 through June 30, 2027

3. The maximum amount of this Agreement is: $214,825.51

4. 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 Legal Name)*
COUNTY OF LOS ANGELES

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel
By
BLAINE D. MCPHILLIPS
Senior Deputy County Counsel

BY *(Authorized Signature)* ✍	DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Kurt E. Floren, Agricultural Commissioner/Director of Weights and Measures

ADDRESS
12300 Lower Azusa Road, Arcadia, CA 91006

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)* ✍	DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
ANDREA PERKINS, SUPERVISOR I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LA

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 ny 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:	Penny Arana	Name:	Kurt Floren
Division/Branch:	AHFSS / MEAT, POULTRY & EGG SAFETY BRANCH	Organization:	COUNTY OF LOS ANGELES
Address:	1220 N Street	Address:	12300 Lower Azusa Road
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Arcadia, CA 91005
Phone:	916-203-1497	Phone:	626-575-5451
Email Address:	penny.arana@cdfa.ca.gov	Email Address:	kfloren@acwm.lacounty.gov

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Penny Arana	Name:	Maximiliano Regis
Division/Branch:	AHFSS / MEAT, POULTRY & EGG SAFETY BRANCH	Organization:	County of Los Angeles Dept. of Agric. Comm./Wts. & Meas.
Address:	1220 N Street	Address:	12300 Lower Azusa Road
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Arcadia, CA 91006
Phone:	916-203-1497	Phone:	626-575-5453
Email Address:	penny.arana@cdfa.ca.gov	Email Address:	MRegis@acwm.lacounty.gov

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

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, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. 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 Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its 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 provision*s* 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 10000 *et seq*.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 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. If the breach is not cured to the satisfaction of the non-breaching party, 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. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

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, 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

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

A. CDFA may suspend payments;
B. CDFA may demand repayment of all funding;
C. Either party may terminate the Agreement
D. CDFA may debar Recipient; or
E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

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

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with 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.

24. 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.

25. 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. To the extent allowed by law, CDFA determines 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.

26. 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.

27. 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, 2026 – June 30, 2027

The county agrees to provide Wholesale and Production Compliance and Risk Based Inspection (CRBI) services for the California Department of Food and Agriculture (CDFA), Meat, Poultry and Egg Safety (MPES) Branch, 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 (CCR), Title 3, Subchapter 3, and any applicable State policies and procedures.

Any financial penalties imposed by the county for violations of the laws shall be retained in the county.

This agreement is effective from July 1, 2026, through June 30, 2027.

Payments will be made for CRBI inspections, which includes the following:

Work completed quarterly –

- 1st Quarter July 1 to September 30
- 2nd Quarter October 1 to December 31
- 3rd Quarter January 1 to March 31
- 4th Quarter April 1 to June 30

Forms required for payment include (forms are available upon request from ESQM):

- Submit legible completed ESQM inspection worksheets and any Notices of Non-compliance (NNC's) issued within the quarter
- ESQM/County Cost Agreement Form
- Monthly Compiler list of inspections and CRBI report forms
- The approved County Report 9 (revision date 10/27/17), for each month within the quarter.

All forms and completed inspections lists are due to the ESQM Agricultural Program Supervisors (ESQM Supervisor) and the MPES Administrative Supervisor I (Agreement Manager) by the thirtieth day following the end of each quarter (listed above), as appropriate for the functions listed below:

- CRBI Wholesale Inspections
    - The baseline for wholesale and distributors shall be a minimum of 12,000 egg cases available per year
- CRBI Production Inspections
    - The baseline for production shall be a minimum of 12,000 egg cases available per year or over 3,000 birds.

Late submission of invoices by the county will cause a delay in payments from ESQM.

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2026 – June 30, 2027

CRBI for Shell Eggs:

The County 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 Based 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). 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 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 ESQM Supervisor and CDFA will complete as needed.

Enforcement Response:

Initially, enforcement will be focused on an educational response, which includes an explanation on lot failures, etc., to help industry maintain compliance with laws and regulations. Subsequent violations may result in escalation through the enforcement process.

CRBI for Production and Wholesale Inspections:

- Conduct Production and Wholesale egg sample inspections monthly, based on CRBI inspection rate, at the reported annual cases available for the fiscal year
- An "Initial Visit" includes inspecting: temperatures, labeling, internal candling, external visual, and verifying weight tolerances
- Track and report inspections and re-inspections
- If the 90% compliance level is reached over a three-month period, the number of quarterly inspections shall be decreased to a rate of 0.5% (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% 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:

- Conduct monthly CRBI inspections for Production and/or Wholesale
    - Ensure accurate 100-**egg samples are completed each month** within each quarter or forfeit any remaining samples. Inspection samples will start over each quarter (100-egg sample(s) are based on a per facility basis using CCR 1353.6 to formulate each company's 100-egg sample schedule)

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2026 – June 30, 2027

- Provide up to five Inspector/Biologist(s) to perform CRBI inspections that have the required commodity license to inspect eggs or Seasonal County Inspector(s) who have met county requirements
    - Only full-time inspectors who have completed the required annual ESQM training, successfully passed the ESQM online examination, and obtained field certification shall be assigned to conduct shell egg inspections. Documentation of ESQM certification must be retained by the county
- 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
    - For approved PPE reimbursements see Funding Display
- Coordinate with an ESQM Supervisor for any eggs held off-sale for release. When appropriate, an inspection or release worksheet and other documentation should be submitted
- Maintain daily work records for each inspector, including work performed, mileage, dozens, cases and lots under this agreement. Also include quarterly CRBI reports, the ESQM/County Cost Agreement form, Monthly Compiler list of inspections, approved County Report 9 (rev 10/27/17) for Production/Wholesale, completed inspection sheets and any supporting evidence (e.g., photos or video)
- Provide copies of the CRBI worksheet and NNC's (if applicable) to facility management after each inspection
- **Note: Quality Control Inspections requested by companies within your County are not allowed on this agreement**
- Assign a contact for agreement and billing inquiries and send to Agreement Manager - Penny Arana at: penny.arana@cdfa.ca.gov
- All allowable/billable 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 required documentation to **ESQM supervisors**: kim.ellis@cdfa.ca.gov, joanne.ortiz@cdfa.ca.gov and **Agreement Manager** penny.arana@cdfa.ca.gov. Include the following: quarterly CRBI reports, ESQM/County Cost Agreement form, Monthly Compiler list of inspections, approved County Report 9 (rev 10/27/17), and completed inspection worksheets for each inspection
- Maintain all records for a period of three years after final payment is received
- Permit ESQM to review and audit books, records, accounts, and other materials relevant to this agreement
- Furnish necessary inspection equipment not otherwise covered by ESQM including additional PPE, candlers, scales, thermometers, 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 ESQM 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
- Provide certification of completion to inspectors that have completed the annual training and passed the ESQM online test and field certification
- Maintain a working file of all inspection worksheets for each county completed per quarter, including any reinspection's that were requested by ESQM Supervisors
- Reimburse up to the approved amount on your Funding Display for the appropriate PPE for facility inspections per contractual year. This equipment includes Tyvek coveralls, hairnets, booties and/or boot covers. This agreement does not include nitrile gloves, disinfectants, respirators/dust masks or biosecurity car washes. Please include a detailed copy of your receipt with your quarterly invoice
- Provide ESQM training materials, forms, Standard Operating Procedures, manuals - as needed on an on-going basis
- Conduct annual reviews/observations within the county to confirm compliance rates and food safety standards are being recorded correctly
- Review all reports provided by the county to ESQM and provide feedback as to the efficiency of the county program

County of Los Angeles
Funding and Inspection Display
STATE ENFORCEMENT
2026/2027 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 26/27	72	Total 100-egg Samples to be Inspected for Fiscal Year 26/27	2,772
Quarterly 100-egg Samples to be Inspected	18	Quarterly 100-egg Samples to be Inspected	693
[1]Quarterly Funding	$1,296.72	[1]Quarterly Funding	$49.923.72
Maximum Funding for 100-egg Samples	$5,186.88	Total Inspection Funding	$199,694.88
[2]Allowed mileage for FY 26/27	$906.25	[2]Allowed mileage for FY 26/27	$8,337.50
Total Funding for Production for FY 26/27	**$6,093.13**	**Total Funding for Wholesale for FY 26/27**	**$208,032.38**

[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 2026/2027	**$214,825.51**

[1]The county may charge up to the quarterly contract limit of $51,220.44/per quarter.

[2]Mileage is based on the prior fiscal year's amount, the amount for this fiscal year is 12,750. Miles were calculated at the federal approved rate for calendar year 2026 at $0.725. The county may charge up to the approved mileage amount of $9,243.75 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.

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

[4]Training costs may be charged up to five employees (for example: 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 2026/2027. Prior approval for training from your District Supervisor is required for reimbursements. Invoicing reimbursements for Field Training with CDFA Supervisors, please see the State Egg Quality Enforcement Workplan, under County Shall (page 3).

[5]Approved 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. 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 2026/2027.

***Production/Wholesale Inspections will be performed regularly during the quarter to ensure 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 an 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 the 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 an 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.