

**CALIFORNIA SEED LAW
MEMORANDUM OF UNDERSTANDING
Fiscal Year July 1, 2015 - June 30, 2016**

County: Contra Costa

MOU Ref No: 15-sd07

As provided by section 52325 of the Food and Agricultural Code (FAC), this Memorandum of Understanding establishes an annual cooperative agreement for enforcement of the California Seed Law between the Agricultural Commissioner and the California Department of Agriculture (CDFA). Per section 52323, the Agricultural Commissioner agrees to maintain a compliance level on all seed in the county so that the statewide compliance is not less than eighty-five percent. In addition, the Agricultural Commissioner agrees to submit monthly reports of enforcement activities to CDFA so that CDFA can measure fulfillment of the terms of this MOU and monitor compliance to the seed law.

Upon completion of the renewal cycle for firms obtaining authorization to sell seed, the Seed Services Program of CDFA will provide each Commissioner with a list of firms authorized to sell seed in their county. Each firm will be assigned units-of-activity for enforcement. Commissioners may request modification to the proposed units of activity and to the list of firms, or may simply accept the list. If new firms are discovered during the period of this MOU, the Commissioner may request that said firm(s) be added to the list and an appropriate amount of units of activity for enforcement be assigned. Commissioners may not request additions to their list after April 15th of the fiscal year for which the MOU is intended.

In the event that CDFA requests county staff to attend seed sampler training, the Commissioner may request reimbursement of expenses incurred from participation at sampler training sponsored by the CDFA Seed Services Program. All requests for reimbursement will be submitted as itemized invoices within 45 days of attendance at the sampler training. Such requests will be in accordance with the guidelines for travel expense claims in the requesting county. Requests for said reimbursements will be paid by the Seed Services Program within 60 days of receipt and from the \$120,000 aggregate amount allotted by section 52323 for seed subvention to counties. Reimbursements for the cost of attendance at training will be paid before the remaining amount left from the original \$120,000 is apportioned to participating counties.

Upon successful completion of the terms in this MOU, (a) counties with no registered seed labelers may receive one hundred dollars (\$100) and (b) counties with registered seed labelers shall receive payments based upon their units of enforcement activity reported during the period of this MOU. **All enforcement activities must be reported by October 15th of the fiscal year following the stated period of this MOU.** If a county fails to submit a monthly report by October 15th of the year following the period of this MOU, CDFA will assume there were no enforcement activities to report for that month and will total the statewide units of enforcement activity (FAC 52324). The rate of compensation per unit of enforcement activity shall be established by dividing the total statewide units of activity into \$120,000 minus the amount required for payments of \$100 to counties with no registered labelers. The Commissioner agrees that failure to submit monthly Report 6s by October 15th will affect the overall rate of compensation per unit of enforcement activity and will concomitantly affect the amount of proposed payment to the Commissioner's county.

Once the rate per unit of activity has been determined, CDFA will send a summary of work completed and proposed payment to each county. The County Agricultural Commissioner or authorized Deputy Agricultural Commissioner must sign the proposed payment and return it to CDFA – Seed Services Program, at which time it will become a signed invoice requesting payment per statute (FAC 52323-52325). If the proposed payment is not received by the CDFA Seed Services Program within 45 days of arrival at the county, CDFA will assume that the county agrees with the proposed payment and will make payment per statute at the amount indicated in the proposed payment. CDFA will make payment in the fiscal year following the year of enforcement activity (FAC 52323).

The following performance standards must be met in order to receive the annual apportionment:

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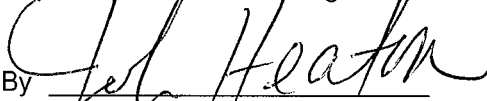
PERFORMANCE STANDARDS

1. Inspection of premises and seed lots - One (1) or more inspections of each registered seed firm or distribution center on the County's Units of Activity List will be conducted. A list of all inspections completed and the dates of inspection will be maintained by the county for two years after the fiscal year. A tally of completed inspections will be reported each month on the Report 6 form and submitted to the Seed Services Program of CDFA. Failure to perform an assigned premises inspection will result in a loss of compensation equivalent to three assigned label evaluations.
2. Label Evaluations – Each label from unique seed lots of firms on the county's list will be evaluated as a unit of activity and assigned a base rate of compensation per label. Quantities of labels evaluated beyond the number indicated on the units of activity list, may be assigned a lesser rate of compensation per label. Labels will be evaluated for compliance to the California Seed Law (CSL) and relevant portions of the Federal Seed Act (FSA). Violations of the CSL or FSA will be reported immediately to the Seed Services Program.
3. Commissioners that participate on Investigative Committees for seed complaints may claim up to nine units of activity for each seed complaint Investigative Committee they participated on.
4. Label Evaluation priority and limits- In order to assist the seed industry in achieving and maintaining compliance with the California Seed Law, the following priorities have been developed for the Agricultural Commissioner. The limits indicated are relevant to extra labels that might be evaluated by a county.
 - a) Agricultural and vegetable seed grown, conditioned, packaged, or repackaged at local operations.
 - b) Agricultural and vegetable seed of kinds utilized by farm plantings within the County.
 - c) Grass (lawn) seed kinds are limited annually to not more than fifteen (15) labels from any one Distribution Center, and not more than five (5) labels of grass seed offered for sale by retail merchants for nonfarm use.
 - d) Agricultural, vegetable and grass seed labels on seed identified in 008 Border Inspection Reports will count as extra labels evaluated unless they are counted towards the required amounts on the units of activity list. See Report 6 instructions for proper reporting of labels related to 008 Inspections.
 - e) Stop-sales may be issued on seed containers labeled incorrectly or incompletely at inspection time. Stop-sales are encouraged on seed labeled by firms not authorized to sell seed in California.

This Memorandum of Understanding must be signed and returned to the Department within 45 days of receipt and shall continue to, and terminate on, the 30th day of June, 2016.

Secretary, or his/her representative
Department of Food and Agriculture

Agricultural Commissioner,
Contra Costa County

By 

By _____

Date 12/17/15

Date _____

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Additional endorsements/approvals if needed.

County of Contra Costa:

By _____

Date _____

Title: _____

County of Contra Costa:

By _____

Date _____

Title: _____

County of Contra Costa:

By _____

Date _____

Title: _____

County of Contra Costa:

By _____

Date _____

Title: _____

Signed copies should be sent to:

California Dept. of Food and Agriculture
Attn: John Heaton - Seed Services Program
1220 N Street Room 344
Sacramento, CA 95814

Important: Do NOT send to CDFA Contracts. These are MOUs per statutory authority.
They may get lost if you send them to CDFA Contracts.

Thank you

NOTE: You may not need a resolution from your County Board of Supervisors to sign the MOU with Seed Services.

State Administrative Manual (SAM) - Chapter 1200

1208 AUTHORIZATION OF AGREEMENTS (Revised 09/05)

1. State Departments—Authorized Signatures

2. Local Governmental Entities—Authority

- a. Purchase documents to be signed by a county, city, district or other local public body must be authorized by a resolution, order, motion or ordinance for the purchase document. A copy of the authorization should be sent to DGS/OLS with the purchase document.
- b. Where performance by the local governmental entity will be complete prior to any payment by the state a resolution is not needed. Such instances are usually one time events such as a room rental.

1215 EXEMPTION FROM APPROVAL BY THE DEPARTMENT OF GENERAL SERVICES (Revised 8/01)

1. All contracts must conform to the requirements for contracts as stated in statutes, regulations, and policy.
2. The law requires all contracts to be approved by DGS unless exempted or there is a delegation to an agency.
3. All contracts and interagency agreements are subject to approval by DGS except:
 - a. Contracts of \$35,000 or less, unless subject to the provisions of SAM Section 1216. See Government Code Section 14616.
 - b. Interagency agreements less than \$50,000 unless subject to the provisions of SAM Section 1216. See Government Code Section 14616.
 - c. Contracts with specific statutory exemption from DGS approval. See Public Contract Code (PCC) Section 10295.
 - d. Amendment to a contract or interagency agreements that only extends the time for completion of performance for a period of one year or less. A contract may only be amended once under this exemption. See PCC 10335.
 - e. Any contract for which the agency has a specific exemption letter from DGS under Government Code Section 14616, or PCC Section 10351.
4. Considerations Related to Exempt Contracts
 - a. No contract which exceeds \$75,000 will be exempt from DGS review, without specific statutory authority.
 - b. A copy of each exempt contract or interagency agreement is to be retained in the agency's file for three years from the date of the final payment.
 - c. Where the performance is other than monetary, such consideration must be valued on a monetary basis for the purpose of determining whether approval of DGS is required.
 - d. Any state agency that enters into or expects to enter into more than one consulting services contract with the same individual, business firm, or corporation within a 12-month period for an aggregate amount of twelve thousand five hundred dollars (\$12,500) or more, shall notify DGS in writing and shall have each contract that exceeds an aggregate amount of twelve thousand five hundred dollars (\$12,500) approved by DGS.

DEPARTMENT OF FOOD AND AGRICULTURE

1220 N Street, Room 344
Sacramento, CA 95814
Phone: (916) 403-6715

KAREN ROSS, Secretary



December 17, 2015

TO: COUNTY AGRICULTURAL COMMISSIONERS

SUBJECT: Proposed Units of Activity for Seed Subvention MOU

Attached is a list of seed operations in your county. This list was compiled by cross referencing the 14/15 list with the list of firms authorized to sell seed in 15/16 (the most recent complete list). Please review the list with your staff and add, delete or edit as needed.

CDFA is especially interested in learning the type of operation for firms designated as "Eval" (evaluate) on the list. The possible categories for the type of firm are provided on the bottom of the proposed units of activity. If you think a firm fits into multiple categories for "type," please make a judgment as to their predominant activity. Contact me directly if you wish to assign units of activity to firms designated with type = "Eval" or to firms presently assigned "0" units.

Each unit of activity takes into consideration the type of operation, the kinds of seeds and number of lots handled. Consideration is also given to the seasonal activity of the location, as well as the enforcement efforts necessary to assure compliance with the California Seed Law. If I do not receive a request for change, this list will be used as the scope of work in the 2015/16 Memorandum of Understanding (MOU) for seed law enforcement work by your county.

You may wish to compare the total units of activity in the prior year with the total units proposed on this list for FY 2015/16. Both totals are presented on the 2015/16 proposal. If there have been any changes to the number of seed operators in your county, you may observe a difference in units. You should contact the CDFA Associate Environmental Scientist assigned to your county to review any firms that you are not sure of. When you are finished reviewing the list, please return it to me with an indication of the changes, or a statement that says "no changes". A simple fax is adequate. My fax number is 916 651-1207.

The units of activity that you report on the Report 6 will be used to determine if your county met the enclosed scope of work. The annual apportionment of funds that each county receives is based on the total units of activity reported. If you need to know how much of the apportionment your county should expect, you can calculate an estimate by using an average of the amounts your county received in previous years as reported toward the end of the enclosed Proposed Units of Activity document..

If you have any questions, please contact me at the number above.

Sincerely,

A handwritten signature in cursive script, reading "John Heaton".

John Heaton
Senior Environmental Scientist
Nursery, Seed, and Cotton Program
Pest Exclusion Branch
Plant Health and Pest Prevention Services

Attachments

The following list was generated from a database of firms authorized to sell seed in your county during the present fiscal year. This list was compared to last year's list but there may be corrections, deletions, or additions that you would like to make. Please review the list and make corrections on this form and return a copy to the Seed Services Program. If no changes are sent to the Seed Services Program, this list will serve as the benchmark to determine your county's performance and subsequent apportionment of seed subvention funds for the contracted fiscal year. You may wish to contact firms that did not renew so you can recapture those units.

Firm	Location	Type	No. of Seed Lots to Eval.	No. of Premises Inspections	Please Note
Cloverfield	El Sobrante	Eval	0	0	
Pars Produce Inc.	Alamo	Lblaos	0	0	Internet Sale

15/16 PROPOSED PERFORMANCE STANDARDS FOR CONTRA COSTA COUNTY

Number of unique seed lots that must have labels evaluated* 0
Number of premises inspections to conduct* 0

Note: Your MOU for last year had:

0 unique labels to evaluate
0 premises to inspect

Payment for the proposed work will be made in FY 16-17 and will be calculated using the reported units of activity. A reduction in assigned or reported units of activity may result in a reduction in payment. For points of reference, your county was paid the following amounts for seed-law work in recent years.

<i>Payment for work in FY 11-12 was</i>	<i>\$100.00</i>	<i>Payment for work in FY 13-14 was</i>	<i>\$100.00</i>
<i>Payment for work in FY 12-13 was</i>	<i>\$100.00</i>	<i>Payment for work in FY 14-15 was</i>	<i>\$100.00</i>

**Work performed in 15-16 will be tallied after Oct. 2016 and payment will be made in FY 16-17 per statute.*

FIRM = Facility registered to label and or sell seed, or a major distribution center.

TYPE = Types of seed operations are as follows:

Labeler - attaches label and offers seed for sale in California

Dealer - sells seed but does not attach his or her own label.

Distribution Center - receives seed from an out-of-state registered labeler and distributes to local retail outlets.

RLblaos - registered labeler but limited amount of seed.

Conditioner - only cleans or conditions seed. Does not label or sell seed.

NE - nursery exempt. Authorized to sell seed under nursery license.