

MEMORANDUM

PLACER COUNTY AGRICULTURE DEPARTMENT

TO: Honorable Board of Supervisors

FROM: Christine E. Turner, Agricultural Commissioner/Sealer *LET by [Signature]*

DATE: April 17, 2007

SUBJECT: Adopt a resolution authorizing the approval of amended Attachment 1 Exhibits A-D for contract #06-0349 with the State Department of Food and Agriculture allowing for reimbursement from the State for up to \$2,496.30 for enforcing mandated programs

ACTION REQUESTED

Adopt a resolution authorizing the approval of amended Attachment 1 Exhibits A-D for contract #06-0349 with the State Department of Food and Agriculture allowing for reimbursement from the State for up to \$2,496.30 for enforcing mandated programs.

BACKGROUND

The California Department of Food and Agriculture (CDFA) provides for reimbursement for various programs under the direction of the Agricultural Commissioner/Sealer of Weights and Measures to help offset the costs to counties for enforcing mandated programs.

ENVIRONMENTAL

This activity does not qualify as a project under the California Environmental Quality Act (CEQA).

FISCAL IMPACT

The contract amount of \$2,496.30 is \$1,144.30 more than the \$1,352 budgeted for fiscal year 04/05. There was no contract for fiscal year 05/06.

RECOMMENDATION

Adopt a resolution authorizing the approval of amended Attachment 1 Exhibits A-D for contract #06-0349 with the State Department of Food and Agriculture allowing for reimbursement from the State for up to \$2,496.30 for enforcing mandated programs.

Contract#06-0349 for review at Clerk of the Board's office

Attachments:

- Exhibit 1: Resolution
- Exhibit 2: Amendment to Contract
- Exhibit 3: Original Contract Authorization

Before the Board of Supervisors County of Placer, State of California

In the matter of:
A RESOLUTION APPROVING
AMENDMENTS TO STATE CONTRACT
#06-0349 IN THE AMOUNT OF \$2,496.30
ATTACHMENT 1, EXHIBIT A-D WITH
THE STATE DEPARTMENT OF FOOD AND AGRICULTURE

Resol. No.:

Ord. No.:

First Reading:

The following Resolution was duly passed by the Board of Supervisors

of the County of Placer at a regular meeting held, April 17, 2007,

by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Attest:
Clerk of said Board

Chair, Board of Supervisors

BE IT RESOLVED by the Board of Supervisors of the County of Placer as follows:

The Board of Supervisors of the County of Placer, hereby authorized and directed the Agricultural Commissioner/Sealer to sign State contract #06-0349 in the amount of \$2,496.30 with the State of California, Department of Food and Agriculture, for nursery inspection program activities for the 2006-2007 fiscal year and approved the amended Attachment 1, Exhibits A-D.

**SEED SERVICES PROGRAM
COUNTY SUBVENTION**

WITNESSETH: that the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State all services, materials, labor and equipment necessary to perform the work required under this Agreement.

The Department, as provided in Section 52323, Food and Agricultural Code, shall pay annually, in arrears, up to one hundred twenty thousand dollars (\$120,000), to counties as a subvention for cost incurred in the enforcement of the California Seed Law.

This agreement is made and entered into as provided by Section 52325, Food and Agricultural Code by and between the County Agricultural Commissioner (hereafter called Commissioner) and the Department of Food and Agriculture (hereafter called Department).

The term of this Agreement shall be for the period of July 1, 2006 through June 30, 2007 for work completed in July 1, 2006 through June 30, 2007.

The total amount payable under the Agreement shall not exceed \$120,000, which shall be apportioned to the counties on the basis of units of activity and seed sampler training attended. If needed, the individual amount apportioned to any particular county can be adjusted by an incremental amount reflective of the total units of activity reported by all participating counties according to the terms of the agreement.

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

- Exhibit A – Seed Services Scope of Work for 2006-2007
- Exhibit B – Seed Annual Memorandum of Understanding
- Exhibit C – Seed Performance Measures
- Exhibit D – Seed Payment Special Terms and Conditions

The CDFA project manager during the term of this Agreement shall be John Heaton, 1220 'N' Street, Room A-372, Sacramento, California 95814. The telephone number is (916) 654-0435.

(See next page for Exhibit A, Attachment 1 - Scope of Work.)

EXHIBIT A
SEED SERVICES SCOPE OF WORK FOR 2006-2007

- The Commissioner agrees to enforce Chapter 2, Division 18, of the Food and Agricultural Code, known as the California Seed Law, and perform enforcement activities necessary to maintain a statewide compliance level of 85 percent on all agricultural and vegetable seed in the County. This statewide compliance level is subject to review by the Department, and adjustments, if needed, will be made after consultation with the California Agricultural Commissioners and Sealers Association.
- The Commissioner agrees that the subvention amount shall be annually apportioned, as provided by Section 52324 and after reimbursements to counties that participate in sampler training requested by the Seed Services Program at CDFA. The apportionment shall be based upon the units of activity generated by registered seed labeler operations, prior year performance of enforcement activities and shall be set forth annually in a Memorandum of Understanding identified as Exhibit A and by this reference made a part hereof.
- The Commissioner agrees that requests for reimbursements for expenses incurred from participation in sampler training requested by the Seed Services Program at CDFA, will be submitted as itemized invoices within 45 days of attendance at the sampler training, and will be in accordance with the guidelines for travel expense claims of the requesting county. Requests for reimbursements of attendance at such sampler training events will be paid by the Seed Services Program within 60 days and before apportionment of the \$120,000 seed subvention amount to counties.
- The Commissioner agrees to report monthly enforcement activity on Division of Plant Health and Pest Prevention "Seed Inspection form, Report Number 6".
- The Commissioner agrees to forward to the Department, on or before October 15, 2007, a summary of locations inspected and dates of inspection for the prior fiscal year, 2006/07.
- The Commissioner agrees that inspection of registered seed labeler operations and determination of label compliance shall be the units of enforcement activity used to monitor the Memorandum of Understanding "Exhibit B" and the Performance Standards "Exhibit C" and to determine the annual apportionment.
- The Commissioner additionally agrees, that upon completion of the review and evaluation process of work completed, the Department shall calculate and prepare an invoice that will, upon signing by both parties, amend the contract from \$0.00 to the apportionment.

EXHIBIT B
SEED ANNUAL MEMORANDUM OF UNDERSTANDING

On or before September 15, 2007, the Department shall establish, in a Memorandum of Understanding, the total units of activity and apportionment as follows:

1. After discussion with the Commissioner, each registered seed labeler operation within the County will be assigned from one (1) to four (4) units of activity. Assigned units of activity take into consideration the number of lots and kinds of seed labeled by the operation within the County.
2. Assigned units of activity are then totaled for the County.

EXHIBIT C SEED PERFORMANCE STANDARDS

The Commissioner agrees that the subvention amount received shall be based on annual performance of enforcement activities necessary to carry out the California Seed Law. These standards are:

1. Inspection of premises and seed lots - One (1) or more inspections of each Registered Seed Labeler operation or Distribution Center listed on a County's Units of Activity will be conducted. Inspection of locations where seed is offered for sale but not listed on the Units of Activity is encouraged.
2. Label Compliance - Three or more labels will be evaluated per unit of activity. Because of differences in operations, checking for label compliance may be averaged for all locations within the County.
3. In order to assist the seed industry in achieving and maintaining compliance with the California Seed Law, labels on the following types of seed should be given priority.
 - 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 a single Distribution Center, and not more than five (5) labels, from each County of grass seed offered for sale by retail merchants for nonfarm use.
4. Stop-sales may be issued on seed labeled incorrectly or incompletely at inspection time. Stop-sales are encouraged on seed labeled by firms not registered to sell seed in California. Border Inspection Reports, also known as 008 Reports, should be reviewed to determine if the shipper and or receiver of seed is authorized to sell seed in California. Unauthorized sellers of regulated seed should be reported to the Seed Services Program.
5. Identify and report to Seed Services any new or previously unidentified seed labeling or selling operations in the county.
6. Assist growers and seed sellers by providing information about the mandatory dispute resolution process provided by Seed Services.
7. Participate in seed complaint investigations and on Investigative Committees when necessary.
8. Upon approval of arbitration procedures for seed complaints by the legislature, participate on arbitration panels when necessary.

**EXHIBIT D
SEED PAYMENT SPECIAL TERMS AND CONDITIONS**

Payment of the apportionment shall be made in arrears upon completion of the fiscal year.

1. All participating counties will receive not less than one hundred dollars (\$100), including counties with no units of activity (Minimum counties).
2. The dollar rate per unit of activity is determined by dividing the funds available for subvention (less the total minimum for each participating County) by the total statewide units of activity.
3. The apportionment that may be received is one hundred dollars (\$100) plus the County's total assigned units of activity times the dollar rate per unit of activity for the fiscal year.
4. Counties meeting or exceeding the performance standards* will received the full apportionment as set forth in the annual Memorandum of Understanding or may receive an apportionment based on the dollar rate per label evaluated, whichever amount is greater.
5. Counties failing to meet the performance standards may receive less than the full apportionment. The Department, as provided in Section 52325 (b), may withhold a portion of the funds if performance standards have not been met. Reductions of the apportionment may be based on the dollar rate per label evaluated. In no case will a participating County receive less than one hundred dollars (\$100).
6. The dollar rate per label evaluated is determined by dividing the funds available for subvention (less the total minimum for each participating County) by the total label evaluated statewide.
7. The penalty (less) for failing to inspect an assigned location is the dollar rate per label evaluated, times 3, times the units of activity assigned to the location.
8. The payment that may be received based on the performance of enforcement activities is one hundred dollars (\$100) plus the County's total labels evaluated times the dollar rate per label evaluated except as otherwise provided. Labels evaluated in the fiscal year ending June 30, 2007 but documented with the Seed Services Program after August 10, 2007 will be applied toward the next fiscal year.
9. A summary of the enforcement activities (including details of the labels evaluated) and an evaluation of the work performed by the County will be prepared by the Department and forwarded, on or before December 15, 2007, for review by the County.
10. Upon acceptance and return to the Department by the County, the apportionment will be calculated and the invoice forwarded to the County for signature.

*Counties may receive credit for extra labels evaluated if the statewide subvention is less than \$120,000 based on the total units of activity reported by all counties.

