

**CALIFORNIA SEED LAW
MEMORANDUM OF UNDERSTANDING
Fiscal Year July 1, 2023 - June 30, 2024**

**County: Lake
MOU Ref No: 23-sd17**

As provided by section 52323 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 52325, 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. This MOU includes the CACASA Seed Law Enhancement Program (SLEP), funded by Unclaimed Gas Tax, as approved by the Seed Advisory Board in FY20/21. 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 number 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.

The Commissioner may request reimbursement of expenses incurred from county staff participation at sampler training or California Seed Law training sponsored by the CDFA Seed Services Program. An invoice from the Commissioner for expenses incurred, including personnel costs, must be submitted to the CDFA Seed Services Program. These costs will be paid from the \$90,000 allocated for training from SLEP funds. All requests for reimbursement must be submitted as itemized invoices within 60 days of attendance at the training. Travel costs will be paid in accordance with the guidelines for travel expense claims in the requesting county.

The purchase of pre-approved seed sampling equipment will be reimbursed from the \$20,000 allocated for this purpose from SLEP funds. An invoice from the Commissioner for expenses incurred must be submitted to the CDFA Seed Services Program within 60 days of the equipment purchase.

Participation of county staff in seed complaint investigations will be reimbursed from the \$150,000 allocated for this purpose from SLEP funds. An invoice from the Commissioner for expenses incurred must be submitted to the CDFA Seed Services Program within 60 days of the completion of the investigation.

Upon successful completion of the terms of 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 per section 52324. The rate of compensation per unit of 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. All counties conducting SLEP seed enforcement activities shall receive payments based on the reported inspection activities conducted during the period of this MOU, from the \$180,000 allocated for this program. **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 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


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

Agricultural Commissioner,
Lake County

By _____

By 

Date _____

Date 2/14/2024

Additional endorsements/approvals if needed.

County of Lake:

County of Lake:

By _____

By _____

Date _____

Date _____

Title: _____

Title: _____

Signed copies should be sent to via email to:
SeedServices@cdfa.ca.gov

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

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
None	Not indicated	Dealer	0	1	

23/24 PROPOSED PERFORMANCE STANDARDS FOR LAKE COUNTY

Number of unique seed lots that must have labels evaluated*	<u>0</u>
Number of premises inspections to conduct*	<u>1</u>

Payment for the proposed work will be made in FY 24-25 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.*

**Work performed in 23-24 will be tallied after Oct. 2024 and payment will be made in FY 24/25 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.*
- NE - nursery exempt. Authorized to sell seed under nursery license.*