

CACASA

HANDBOOK

Compiled by:

California Agricultural Commissioners and
Sealers Association (*Updated: February 2023*)



**MISSION
CODE OF ETHICS
BY - LAWS**

California Agricultural Commissioners and Sealers Association
(Bylaws Updated October 2018 & Mission Updated August 2021)

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**CALIFORNIA AGRICULTURAL COMMISSIONERS
&
SEALERS ASSOCIATION HANDBOOK**

Vision and Mission Statement

CACASA'S VISION:

Safe, healthy, and thriving communities as California maintains a world renown leadership position in agricultural production of healthy food and fiber to sustain our state, the nation and the world. With a commitment to professionalism and partnerships, our organization promotes a robust agricultural economy, fair and consistent enforcement of laws and regulations, prevents pest introductions and protects the environment and public.

CACASA'S MISSION:

Protect and promote Agriculture and Weights and Measures through education, advocacy, and the assurance of equity for all residents of California.

Approved by CACASA Board on August 8, 2021

Code of Ethics

PREAMBLE

This Code of Ethics is hereby approved and adopted by the California Agricultural Commissioners and Sealers Association for the purpose of standardizing and unifying Rules of Correct Official Conduct and Practice in the performance of our duties. We recognize that there are specific definite objectives we must seek in order to effectively implement this code. They are to:

1. Elevate the standing of the position in our own consciousness and in the public mind.
2. Maintain and promote public confidence in the enforcement of laws.
3. Increase our efficiency and effectiveness by encouraging the exchange of ideas, methods and practices.
4. Cooperate with Association Members for the benefit of each and all.
5. Coordinate our work with that of the State Department of Food and Agriculture, the State Department of Pesticide Regulation and other bodies with whom we have official relations in a manner that is efficient and effective.
6. Aspire to highest ethical standards.
7. Stress the obligation of providing professional public service in the furtherance of our role and purpose.

ARTICLE I

THE COUNTY AGRICULTURAL COMMISSIONER AND SEALER

The County Agricultural Commissioner and Sealer, so far as we are able to influence a selection, shall be an individual of sound principle and unquestioned honesty and thoroughly fitted by training, experience and education to perform the duties required by law and as further expressed in the standards outlined in this code.

We shall consider our business an honorable profession and realize that it affords us a distinct opportunity to serve society.

ARTICLE II

RULES OF CONDUCT GOVERNING THE RELATION OF COUNTY AGRICULTURAL COMMISSIONER AND SEALER AS A PUBLIC OFFICER WITH THE PUBLIC IN GENERAL

1. We shall, as Public Officers, be habitually courteous, especially in our dealing with citizens who come to us with complaints or for information, assistance or advice, punctual in our engagements and expeditious in attending to our official business.
2. We shall regard our office as a public trust and in the administration of our official duties shall bear in mind that our paramount obligation is to the public by whom we are employed.
3. We shall to the utmost of our ability strive for the just, impartial and reasonable enforcement of the laws we are called upon to administer, dealing fairly with all citizens.

4. We shall be true to our obligation as a custodian of public property and regard its misuse or waste to be as serious an offense as the direct misuse or waste of money from the public treasury.
5. We shall work in full cooperation with other public servants in furthering the ends of government and in promoting public welfare.
6. We shall not limit our independence of action by accepting gratuities or favors from private citizens, with whom we must have official dealings.
7. We shall comply with our local, county conflict of interest policies.
8. We should not perform work of a personal and private character either for ourselves or others, during the hours of our service as a public officer.
9. We shall welcome every opportunity to disseminate practical and useful information relative to our disciplines to the benefit of the individual or to the public at large.
10. We shall take a lively interest in all that relates to the civic welfare of our county and as far as possible will participate in those movements for public betterment in which our specialized training, knowledge and experience qualify us to act.

ARTICLE III

RULES OF CONDUCT GOVERNING THE RELATION OF COUNTY AGRICULTURAL COMMISSIONERS AND SEALERS WITH THEIR DEPUTIES, INSPECTORS AND OFFICE ASSISTANTS

1. We shall show no discrimination in the appointment or dismissal of employees.
2. We shall study the individual capability of each employee in order that they may be given the work best suited to their several abilities and advanced as opportunity offers. All advancement shall be made solely on the basis of merit.
3. We shall see to it that employees have suitable opportunities to improve their knowledge of and increase their skill for the work they have chosen.
4. We shall refuse to accept services for ourselves personally from any employee except when such service is rendered on the employee's own time and at our expense.
5. We shall not solicit any service or contribution from any employee for political purposes.
6. We shall make working conditions for members of our staff as equitable and pleasant as possible and shall not call upon them to work longer hours or perform services we would not do.
7. We shall endeavor to inspire each employee with the same ideals of service we have accepted for ourselves.

ARTICLE IV

RULES OF CONDUCT GOVERNING THE RELATION OF COUNTY AGRICULTURAL COMMISSIONERS AND SEALERS WITH EACH OTHER AND WITH THE STATE DEPARTMENT OF FOOD AND AGRICULTURE AND THE STATE DEPARTMENT OF PESTICIDE REGULATION

1. Recognizing that our own County work is but a small part of the larger State work and is an integral part thereof, we shall cooperate to the fullest extent with the California Department of Food and Agriculture, the California Environmental Protection Agency Department of Pesticide Regulation and with other County Agricultural Commissioners or Sealers in every detail of law administration and enforcement in which there exists an element of inter-dependence and co-responsibility.
2. We shall respond to requests made upon us by the Secretary of Food and Agriculture and the Director of Pesticide Regulation for information, assistance or cooperation with every available resource consistent with our duty to our immediate County.
3. We shall regard attendance at annual meetings of the California Agricultural Commissioners and Sealers Association and at other meetings called by the Director or Secretary, not only as an obligation fixed on us by law, but as a definite ethical requirement to be violated only when imperatively necessary.
4. All enforcement and service program inspections and documentation shall be thorough, complete and accurate in representing the facts.
5. We shall freely give of our knowledge and experience, any information that will be useful to other association members.

ARTICLE V

RULES OF CONDUCT GOVERNING THE RELATION OF COUNTY AGRICULTURAL COMMISSIONERS AND SEALERS WITH INDUSTRY AND EDUCATIONAL INSTITUTIONS

We shall cooperate to the fullest extent possible with institutions, organizations and persons engaged in agricultural or weights and measures endeavors, whether administrative, educational or commercial, as we are bound together by ties of common effort.

REAR WORD

Members of this Association shall at all times endeavor to go beyond the bare requirements made of them by law by faithfully practicing the ethical standards of this Code and shall use their influence to inspire all of their employees to do likewise.

By individually conducting our office so that our own honor will be upheld by giving to the public the best there is in us, each member will aid in putting the work of a County Agricultural Commissioner and Sealer on a level that will engender the confidence and respect of the public at large.

The adoption of this Code by the California Agricultural Commissioners and Sealers Association places a definite obligation upon each member to the sincere and faithful performance of the rules of conduct herein set down.

CACASA Bylaws

ARTICLE I - NAME

This Association shall be known as the California Agricultural Commissioners and Sealers Association (CACASA) and is referred to in Sections 2003 and 2203 of the California Food and Agricultural Code, and Section 12205 of the California Business and Professions Code.

ARTICLE II - PURPOSE

The purpose of this Association shall be:

- To promote unity and efficiency among County Agricultural Commissioner/Sealer officials and to act as a forum for sharing knowledge and information among the members of this Association utilizing the resources of the California Department of Food and Agriculture and Department of Pesticide Regulation.
- To consult with, advise, and make recommendations to the California Department of Food and Agriculture, Department of Pesticide Regulation, departments, boards, commissions, and officials of federal, state, and local governments; the legislature; and any other organization, agency, or association in establishing laws, regulations, and procedures on matters affecting Agricultural Commissioners and Sealers of Weights and Measures.
- To participate in the development, promotion, or opposition of legislation by direct contact with the State Legislature, Congress, and their respective staffs.
- To promote uniformity in methods and the practice of enforcing laws and regulations, and to encourage the establishment of uniform operational standards among counties.
- To disseminate information for the education of the public.
- To promote professional development of the membership of this Association.

ARTICLE III – MEMBERSHIP

Section 1. Active Members

Any duly appointed or acting County Agricultural Commissioner and/or Sealer of Weights and Measures qualified under the laws of the State of California shall be eligible for membership in this Association; and upon payment of Association dues, as provided in Article X, shall be eligible to all rights and privileges of membership subject to the provisions of these By-Laws. Active membership status may commence upon the County's announced date in which the appointment takes effect and if the County's dues are not delinquent.

- a. For purposes of this Article, appointment shall include acting and contract conditions of employment as determined by the respective appointing authority.
- b. Membership is considered as a single membership of this Association regardless of the number of simultaneous appointments held by the individual.

Section 2. Ex-officio Members

The following shall be considered as Ex-officio, non-voting, members of this Association based upon their working relationship at the time:

- a. Administrators or their designees in the California Department of Food and Agriculture and in the California Department of Pesticide Regulation.
- b. County Agricultural Commissioner and County Sealer staff when designated to serve on Association subcommittees or workgroups. If the Commissioner/Sealer staff is officially representing a county or Regional Association on a Subcommittee or Working Group, the county staff representative may have voting rights.

Section 3. Associate Members

Staff of the Agricultural Commissioner, Sealer of Weights and Measures, California Department of Pesticide Regulation, California Department of Food and Agriculture, United States Department of Agriculture and members of the California Association of Standards and Agricultural Professionals may participate and attend meetings of this Association and cannot hold elected office or vote.

Section 4. Life and Honorary Members

- a. Life Members - Former Agricultural Commissioners and/or Sealers of Weights and Measures who, as Active Members of this Association, contributed to and supported the stated purpose of the organization and have permanently retired may be elected as life members.
- b. Honorary Members - Individuals who have made an outstanding contribution to the Association's purpose may be elected, from time to time, as honorary members. Former county officials who have not permanently retired from active service may be elected honorary members, if deemed to have made an outstanding contribution.
- c. Election of Life and Honorary Members – Nominations for membership in these categories may originate within the Regional Associations and shall be submitted in writing, and addressed to the President or the Secretary of this Association stating the qualifications of the nominee. Any such nomination shall be submitted to the Board of Directors for consideration. Such consideration shall be by meeting, presidential phone poll or other secure method. The Board of Directors may approve the nomination by a two thirds affirmative vote and shall so notify the nominator(s).
- d. Benefits for Life and Honorary Members - The recipients shall be entitled to attend meetings of this Association in accordance with the provisions of these By-Laws. Dues and/or registration fees are waived. Life and honorary members cannot hold elected office or vote.

Section 5. Termination of Membership

Any membership shall terminate upon the occurrence of any of the following events:

- a. The resignation of the member submitted in writing.
- b. The occurrence of any event which renders such member ineligible for membership.
- c. The determination by a two-thirds vote of the Active Membership that the member has failed in a material and serious degree to observe the code of ethics of the Association, or

has engaged in conduct materially and seriously prejudicial to the interests of the Association. The member shall be provided the opportunity in a closed meeting, limited to Board members and invited guests, to defend his/her membership privilege. The secret ballot vote will take place after an investigation by the Ethics Committee and their recommendation to the Board of Directors to expel the member.

Section 6. Voting Rights

Only Active Members, as defined in Section 1 of this Article, shall be entitled to voting privileges on matters that come before this Association as specified in this section. Voting rights shall not be transferred to another member.

- a. Voting may be by voice, hand, ballot, email, telephone or any other method convenient to the purpose at hand as determined by the presiding officer. (Approved Oct. 20, 2011)
- b. Members of the Board of Directors as defined in Article VI, Section 1 shall be the only persons entitled to vote during a Board of Directors meeting, unless otherwise declared by the presiding officer.
- c. Only committee (including subcommittee) members with designated voting privileges shall be entitled to vote during committee meetings.

ARTICLE IV - ELECTION OF OFFICERS

Section 1. Officers

The elected officers of this Association shall be a President, President-Elect, Vice- President of Agricultural Affairs, Vice President of Weights and Measures Affairs, Secretary, Treasurer, Immediate Past-President and when needed Secretary-Elect and/or Treasurer-Elect. All officers shall serve one year or until their successors have been elected and taken office. The President-Elect shall automatically assume the office of the President upon the expiration of the prior President's term. The President-Elect, Vice-Presidents, Secretary-Elect, and Treasurer-Elect shall be nominated and elected from the active membership at the Annual Conference. All officers shall take office at the close of the Annual Conference of this Association.

Section 2. Election of Officers

The Nominating Committee shall present nominations for each office during the first day of the Annual Conference. Additional names may be placed in nomination by any active member during the first day of the conference. Nominations for the offices of Secretary-Elect or Treasurer-Elect will only be made upon notification from the incumbent Secretary or Treasurer that he or she will be vacating the office at the end of the ensuing term.

In the event of a contest, the election shall be by secret ballot. The President shall appoint three tellers who shall conduct the election, tabulate the ballots, and report the results to the general assembly of the conference. The nominees receiving the highest number of votes shall be elected and presented at the general assembly on the final day of the conference. In the event of a tie, the current Board of Directors, after due deliberation, shall select the officer by secret ballot from the tied nominees. If no office is contested, the slate of officers shall be confirmed by a vote of the general assembly on the final day of the Annual Conference.

Section 3. Vacancy in Office

Should a vacancy occur in the office of President, the President-Elect shall immediately succeed to the Presidency to serve the remainder of the current term, in addition to the term the President-Elect would serve as President.

Should a vacancy occur in the President-Elect, the President shall convene the Nominating Committee and solicit additional nominations by any Active Member. The President shall appoint three tellers who shall conduct a secret ballot election by mail or other secure method, tabulate the ballots, and report the results to the active members. The nominee receiving the highest number of votes shall be elected. In the event of a tie, the Board of Directors, after due deliberations, shall select a candidate from the nominees by secret ballot.

Should a vacancy occur in either the offices of Vice President, Secretary, or Treasurer, the Board of Directors shall appoint a successor to serve the remainder of the current term.

Should a vacancy occur in the position of Immediate Past President, the President shall appoint the most recent past president to serve the remainder of the current term unless the most recent past president is already serving as an officer.

Section 4. Removal from Office

The failure of an incumbent to perform the duties of office, from inability or otherwise, shall be cause for removal. The Association may, by a two-thirds vote, decree any elective office vacant. The Association shall thereupon elect, as provided by Section 3 (Vacancy in Office), an active member to fill the vacancy until the next general election of officers.

ARTICLE V – OFFICERS, REPRESENTATIVES AND THEIR DUTIES

Section 1. President

- a. The President shall be the executive officer of this Association and shall preside at all meetings of the Board of Directors and this Association. The President shall be an ex-officio member of all committees.
- b. The President may establish any temporary committees deemed appropriate and shall designate a Chairperson and appoint members to carry out the functions thereof.
- c. The President shall make any and all appointments required by these By-Laws and Association Policy.
- d. As Chairperson of the Board of Directors, the President shall have the power to call special meetings with due regard to reasonable notice to its members.
- e. The President shall decide and announce, in accordance with Association By-Laws, the type of session of any meeting.
- f. The President shall perform such other duties usually incumbent upon that office.
- g. The President shall coordinate quarterly meetings with the Secretary of the California Department of Food and Agriculture and the Director of the California Department of Pesticide Regulation.

Section 2. President-Elect

- a. In the absence of the President, the President-Elect shall perform all the duties of the President.
- b. At the request of the President, the President-Elect shall represent the President in the affairs of this Association.
- c. The President-Elect shall assist the President in carrying out this Association's purpose and programs and perform other duties which pertain to this office.
- d. The President-Elect will serve as the Chairperson of the Conference Committee.
- e. The President-Elect shall make any and all appointments required by these By-Laws and Association Policy.

Section 3. Vice Presidents (Agricultural Affairs and Weights & Measures Affairs)

- a. Both Vice Presidents shall be the Association's program committee coordinators and be responsible for assuring proper assignment, tracking, follow-through, and recording of actions taken on program committee matters.
- b. The Vice President for Agricultural Affairs and the Vice President for Weights and Measures Affairs shall coordinate with committee Chairpersons and assist them in fulfilling their responsibilities. The Vice Presidents shall be ex-officio members of their respective committees.
- c. The Vice Presidents shall keep the Board of Directors informed about special assignments.
- d. The Vice Presidents shall keep current on committee, subcommittee, and special committee membership, assignments, agendas, and meeting schedules.
- e. The Vice Presidents shall perform the duties required by the By-Laws of this Association, and be available for any special assignments as required by the President.
- f. The Vice Presidents shall provide technical support and may represent the President and Association as required, in public, governmental, industry, and legislative forums.

Section 4. Secretary

The Secretary shall maintain or manage the maintenance of records and proceedings of this Association, with reliance upon the Vice Presidents for committee reports. The Secretary shall perform other duties as are customarily delegated to such office. In concert with the Executive Director, the Secretary shall strive to assure all CACASA procedures are followed.

- a. The Secretary shall be an ex-officio member of all committees except the Nominating, Ethics, and Auditing committees.
- b. At the close of the term of office, the Secretary shall deliver to his/her successor all Association records, proceedings, papers, and Association equipment.

Section 4.5. Secretary-Elect

- a. In the absence of the Secretary, the Secretary-Elect shall perform all the duties of the Secretary.

- b. At the request of the President, the Secretary-Elect shall represent the Secretary in the affairs of this Association.
- c. The Secretary-Elect shall assist the Secretary in performing such other duties as are customarily delegated to such office.

Section 5. Treasurer

The Treasurer shall be responsible for the preparation of the Association's annual operating budget; and work in concert with the financial services company, employed by the Association, keep or manage the keeping of accurate records of moneys received and disbursed, and shall report, at least annually, the status of all financial accounts to the Finance Committee and Executive Director.

- a. Prior to disbursing funds not specified in the Association's budget, the Treasurer shall advise the President, or President-Elect if the President is unavailable, of the necessity and amount to be disbursed. *Disbursements not specified in the budget shall be ratified by the Board of Directors at the earliest meeting following said disbursements.*
- b. The Treasurer shall ensure the distribution of annual membership dues invoices prior to May, each year.
- c. Before term expiration, the Treasurer is responsible for providing instruction and guidance pertaining to CACASA's finances to the Treasurer-Elect.

Section 5.5 Treasurer-Elect

The Treasurer-Elect shall work in concert with the Treasurer to acquire an effective working knowledge of CACASA finances.

- a. In accordance with Article V, Section 5.b., the Treasurer-Elect shall be responsible for the distribution of annual membership dues during his/her term as Treasurer-Elect.
- b. The Treasurer-Elect shall perform other tasks delegated by the Treasurer.

Section 6 – Immediate Past President

The Immediate Past President serves to provide continuity to the leadership and provides advice and guidance to the Board.

Section 7. Dean

The most senior active member shall serve as the Dean of the Association. In the absence of the Dean during called meetings, the most senior active member present shall serve as the Dean of the Association.

The Dean of the Association shall be responsible for presenting new members to the Association during the Annual or Director/Secretary's Conference.

Section 8. Executive Director

CACASA may contract for the services of an Executive Director in order to further its business in organization management and administration, conference planning and management, membership advancement, enhanced communication, proceedings documentation, or other enhancements as necessary. The Board of Directors shall develop and supervise the Executive Director priorities and contractual obligations annually. The Executive Board shall review the

Executive Directors performance annually. The Executive Director is an ex-officio member of all committees and the Board, and does not have voting rights.

Section 9. Compensation of Officers

The officers shall not receive any compensation for their services as such, but the Board of Directors may authorize them a sum (stipend) for expenses which may be incurred by them in the performance of their duties, from the funds of this Association. Reimbursement for expenses in excess of the annual stipend may be authorized upon review and approval by the Board of Directors. Funds may be allocated in the Association's fiscal year budget for this purpose.

ARTICLE VI - BOARD OF DIRECTORS

Section 1. Membership

The Board of Directors shall consist of the President, President-Elect, Vice-President for Weights and Measures Affairs, Vice-President for Agricultural Affairs, Secretary, Treasurer, the Immediate Past President, and two representatives of each Regional Association (to be selected by the members from that region). All Board members and officers must be Active Members of the Association. In the event a designated Regional Association member is unable to attend a meeting of the Board of Directors, the Regional Association may select an alternate representative from its membership. The alternate regional representative shall notify the Secretary prior to participating in the meeting. The Secretary-Elect and Treasurer-Elect are not voting members of the Board but are officers of the Association.

Each Regional Association shall annually select a representative to serve for a term of two years. All regional vacancies shall be filled by appointment from that region. Selection of regional representatives shall be made at least forty-five (45) days prior to the Annual Conference, and notice of selection shall immediately be provided the Secretary who shall advise the officers of the selection. No regional representative shall serve more than two consecutive terms.

The President shall serve as Chairperson of the Board of Directors. The President-Elect shall serve as Vice Chairperson. The duly elected and appointed Board of Directors shall assume all duties at the close of the final general session of the Annual Conference.

Section 1a. Executive Board

The Executive Board shall consist of the President, President-Elect, Vice President for Agricultural Affairs, Vice President for Weights and Measures Affairs, Secretary, Treasurer, and the immediate past president. A meeting of the Executive Board may be called by the President or on request of three officers of the Association. A quorum shall consist of four or more Executive Board members.

The Executive Board will not act autonomously from the Board of Directors, but has the power to meet and act independently in Executive Session when crises issues require immediate CACASA intervention or when directed by the Board to act on their behalf. The Executive Board shall immediately report to the full Board regarding actions taken on behalf of the Board unless a different reporting time frame was pre-approved by the Board. As needed, the full Board shall then review and ratify or rescind the Executive Board's action.

Section 2. Duties

- a. The Board of Directors shall constitute the governing body of this Association and shall have general control and supervision of the affairs of this Association. It shall have the general power to determine the policy of this Association and to carry such policy into effect.
- b. The Board of Directors shall approve and control the annual budget.
- c. The Board of Directors shall be empowered to decide upon all questions which may arise during the interval between meetings of the membership of this Association, except as otherwise provided in these By-Laws.
- d. The Board of Directors shall be responsible for developing and recommending revisions to these By-Laws, subject to approval of the membership.
- e. The Board of Directors shall be empowered to determine the positions for this Association on issues requiring timely response and shall be authorized to appoint representatives to publicly express those positions.

Section 3. Quorum of the Board

A quorum of the Board shall consist of a minimum of four officers and one representative from each Regional Association. Officers shall not be considered as a Regional Association representative. The President, or in their absence, the President-Elect shall be one of the officers present.

The President or presiding officer shall not vote unless necessary in the event of a tie vote.

Section 4. Board Meeting Participation Through Electronic Transmissions; Vote and Consents Through Electronic Submissions

a. Electronic Meeting with Option for Electronic Voting

Directors may participate in a Board Meeting through use of conference telephone, electronic video screen communication or electronic transmission by and to the Board. Participation in a meeting through use of conference telephone or electronic video screen communication pursuant to this subdivision constitutes presence in person at that meeting as long as:

- (1) Each director participating in the meeting can communicate with all of the other Directors concurrently; and
- (2) Each director is provided the means of participating in all matters before the board, including, without limitation, the capacity to propose, or to interpose an objection to, a specific action to be taken by the Board.

b. Voting During a Telephonic or Electronic Meeting

Directors may vote through electronic communications such as email. All ballots must include the proposed action, provide an opportunity to specify approval or disapproval of the proposed action, and provide a reasonable time within which to return the ballot to the Association. For a vote to be valid the number of votes cast within the specified time period must equal or exceed the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the proposal or motion if the vote had taken place in a meeting.

c. Electronic Voting without a Board of Directors Meeting

The Board may take an action required or permitted to be taken by the Board without a meeting if **all** Directors individually or collectively consent in writing to that action, and the number of Directors then in office constitutes a quorum under these bylaws. The consent may be provided through electronic communication. All consents shall be filed with the minutes of the proceedings of the Board. The action by written consent shall have the same force and effect as a unanimous vote of the Directors. For purposes of this subdivision only, "all Directors" does not include an "interested Director" or "common Director" as defined by the California Corporations Code.

ARTICLE VII – COMMITTEES

Committees are responsible for specific areas of Association concerns, providing a forum for discussion and determination of recommended direction or action to the Board.

Section 1. Standing Committees

Standing committees shall be permanent committees of the Association unless dissolved/restructured by a 2/3 vote of the membership at a general assembly meeting. Standing committees may be established by the Board as necessary to meet the needs of the Association. The standing committees are as set forth below.

- a. Legislative Committee: The term of the Chairperson shall be two-years synchronous with the legislative cycle. The President shall appoint the Chairperson by September 1st in the year prior to the beginning of the legislative cycle. Additionally, the Regional Associations shall appoint at least one but not more than three of their members to the Committee. In the event a designated Regional Association member is unable to attend a meeting of the Legislative Committee, the Regional Association may select an alternate representative from its membership. The alternate regional representative shall notify the Committee Chairperson prior to participating in the meeting. Such appointments shall be consistent with these By-Laws and Association policy. The Legislative Committee shall keep current with legislation and shall maintain close liaison with the Department of Pesticide Regulation, Department of Food and Agriculture, the Board of Directors, and Association committees. The committee shall perform its duties consistent with Association policy. The committee shall recommend any new legislation needed, participate in the development and promotion of beneficial legislation, and oppose that legislation which is not beneficial.
- b. Ethics Committee: The Ethics Committee shall be composed of the three most recent Past Presidents, the President, the President-Elect and the Dean. The Chairperson shall be the Dean. The duties of the Ethics Committee shall be to deal with all matters referring to the Code of Ethics adopted by the Association and to conduct such indoctrination sessions for newly- appointed Active Members as may be necessary. The committee shall perform its duties consistent with Association policy.

In the event that there are insufficient qualified members to serve on the committee, the Board of Directors may appoint as necessary the most senior members available who have served as officers of the Association.

- c. Nominating Committee: Committee members shall consist of the Chair of each Regional Association. An alternate shall be selected by the Regional Association if their Chair is in consideration for an officer position. In the event a designated Regional Association member is unable to attend a meeting of the Nominating Committee, the Regional Association may select an alternate representative from its membership. The alternate regional representative shall notify the Committee Chairperson prior to participating in the meeting. The Chair of the Nominating Committee shall be appointed by the President by November 1st and is ineligible for nomination. The committee shall nominate candidates for the office of President-Elect, Vice President of Agricultural Affairs, Vice President of Weights and Measures Affairs, Secretary, and Treasurer. The committee shall also nominate candidates for the office of President, Secretary-Elect, and/or Treasurer-Elect, if necessary. The nomination process will follow the current adopted policy and procedures. Nominations will be presented to the voting membership on the first day of the Annual Conference.
- d. Conference Committee: The Conference Committee shall consist of the designated Association members in the North, Central and South in which the conference is to be held, and the Chairperson shall be the President-Elect. Committee membership will also consist of the Vice President of Agricultural Affairs, Vice President of Weights and Measures Affairs, Secretary, Treasurer, the Secretary of California Department of Food and Agriculture and the Director of Department of Pesticide Regulation or their representatives. The committee shall be responsible for the time, location, program, and arrangements for the annual conference. The arrangements of place and date shall be reviewed by the Secretary for possible event conflict and subject to final approval by the Board of Directors.
- e. Personnel Standards Committee: The Chairperson shall be appointed according to Association Policy and the Regional Associations shall appoint one of their members and one alternate to the Committee. In the event a designated Regional Association member is unable to attend a meeting of the Personnel Standards Committee, the alternate regional representative shall notify the Committee Chairperson prior to participating in the meeting. The committee shall promote the professional development of the office of County Agricultural Commissioner and Sealer of Weights and Measures. It shall conduct a continuing and timely study of activities directed to this objective including all areas of personnel management, and office operating procedures.
- f. Finance Committee: The Finance Committee shall consist of the President, the Secretary, the Residual Mill sub-committee chairman, and at least five Active Members selected by each respective Regional Association and serving a minimum term of two years. The committee will also consist of four non-voting, ex-officio members including the Executive Director, Treasurer, Residual Mill Trust custodian commissioner and President-elect. The Chair of this committee shall be the current President of CACASA and the Vice-Chairperson shall be the President-elect. The President may invite additional CACASA members as needed to act in an advisory capacity to the committee, but neither the President nor the advisory members can vote. The committee shall deal with all issues of financial concern including but not limited to the development of financial policies, the management of available resources and the pursuit of new resources. The Finance Committee shall maintain a close working relationship with the Department of Food and Agriculture, Department of Pesticide Regulation, other involved agencies, industry, and the public.

- g. Long-Range Planning: The Long-Range Planning Committee shall consist of the most senior member of the association, one representative from each Regional Association selected to a three-year staggered term, the county liaison officer from CDFA and CDPR, the most recent Past President, and the President Elect. The committee shall elect a Co-Chair from its membership to a two-year term. The other Co-Chair shall be this Association's Executive Director. The duties of the committee shall be to develop ideas, strategies, and draft policies that will enable the association to function effectively in both the short and long-term future.

The committee shall meet no less than once each year and report their activities and findings to the Board at any of the Board's regularly scheduled meetings open to all Active Members.

- h. Information Management Committee: The Information Management Committee shall consist of one member and one alternate from each Regional Association. The Information Technology management staff of CDFA and CDPR shall be ex-officio members of the committee. The committee Chair shall be appointed by the President-Elect as provided in these By-Laws.

The committee shall meet as often as necessary but no less than once each year to address matters regarding dissemination of CACASA related information in a manner that is consistent with existing Memorandums of Understanding, Policies, and Guidelines of this Association. It shall be the responsibility of this committee to review MOUs, Policies, and Guidelines, and to make recommendations to the Association in order to enhance opportunities or correct deficiencies for the most effective dissemination of information. It also shall be the responsibility of this committee to provide authorization of what information shall be posted on the Association's website, as long as it conforms with existing Association Policy and/or Guidelines. Major changes shall be recommended to the Board of Directors.

Section 2. Program Committees

Program Committees are the regulatory-oriented committees of the Association with duties involving a continuing study and analysis of issues regarding county programs and related subjects. These committees shall maintain a close working relationship with the Department of Food and Agriculture, Department of Pesticide Regulation, other involved agencies, industry, and the public.

The President, in consultation with the Board, shall establish such program committees as deemed necessary for the proper transaction of the business of the Association. Appointments to committees shall be consistent with the recommendation of the Regional Association and consist of one member and one alternate from each Regional Association. Committee member vacancies shall be filled by the appropriate Regional Association Chair. Appointments of a chairperson shall be consistent with Association By-Laws and Policy. The Secretary will maintain a record of these committees.

During a General Assembly meeting with a two-thirds vote, a quorum of Active Members being present, the Board shall dissolve/restructure any program committee.

Committee Chairpersons shall report to the Board of Directors. The President, Vice- Presidents,

or Committee Chairperson shall appoint such subcommittees and ad hoc committees as may be necessary to assist the program committees in their deliberations.

Section 3. Quorum of Committees

A simple majority of members of a committee shall constitute a quorum.

ARTICLE VIII – REGIONAL ASSOCIATIONS

Section 1. Formation

To advance the purpose of this Association, the state shall be divided into five regions [areas]. The Regional Associations (also referred to as Area Groups) shall be established to provide convenient geographical divisions. Changes in the number and boundaries of the existing regions shall be determined by the Board of Directors, with the written consent of a majority of the Active Members voting in the regions concerned.

Section 2. Purpose

- a. To assist the officers and Board of Directors of this Association in forming policies, rendering services, and expressing to the Board of Directors through proper action the recommendations of the respective Regional Associations.
- b. To further the knowledge and professional development of Commissioner and Sealer staff.
- c. To promote uniformity and cooperation among counties of the area.
- d. To assure dissemination of all information according to the Communications Policy adopted by the Association.

Section 3. Regional Association Officers and Assignments

- a. Each Regional Association shall elect a Chairperson, a Vice-Chairperson, and a Secretary, Treasurer and such other officers as the Regional Association shall establish. They shall perform the duties customarily delegated to these officers, and shall be Active Members of the Association
- b. Such officers shall assume office at the first regular meeting of the Regional Association following the Annual Conference. The Secretary of this Association shall be advised of the names of the elected officers, and regional committee member assignments at least 30 days prior to the Annual Conference. The Regional Association's Board members shall be communicated to the Secretary 45 days in advance of the Annual Conference.
- c. The Secretary of each Regional Association shall keep a record of all meetings and the minutes thereof and shall transmit copies in accordance with the Association's Communication Policy.

Section 4. Regional Association Policies

The policies of this Association, as duly adopted and defined by the Board of Directors, shall be binding upon the Regional Associations, and no action in conflict with such policies shall be taken by any Regional Association, provided, however, that nothing herein contained shall be construed as limiting or restricting the activities of the respective Regional Associations or their individual members in matters of purely local interest and concern.

ARTICLE IX – MEETINGS

Section 1. Meetings of the Association

- a. The Annual Conference of this Association is that meeting defined in the California Food and Agricultural Code Section 2203 and in the Business and Professions Code Section 12205. It shall be held in April, May or June of each year, the place and date to be approved by the Board of Directors.
- b. The Secretary/Director's meeting is that meeting called by the Director of the Department of Pesticide Regulation and the Secretary of the Department of Food and Agriculture. It may be held annually in October, November, December or January.
- c. Special meetings may be called by the President, Board of Directors, Director of Department of Pesticide Regulation or Secretary of the Department of Food and Agriculture, or by 5% or more of the members (Corporation Code §7510), at such time and place as they may designate.

Section 2. Board of Directors

- a. The Board of Directors shall meet not less than three times annually. One meeting shall be held in conjunction with the Secretary/Director's meeting and one meeting in conjunction with the Annual Conference. Other meetings shall be held as necessity may demand.
- b. Special meetings may be called by the President, the Secretary of the California Department of Food and Agriculture, the Director of Department of Pesticide Regulation, or by a majority of the Board of Directors.

Section 3. Regional Associations

- a. Meetings of the Regional Associations shall be held at such times and places or manner as convenient for its member counties; however, no less than six meetings shall be held annually.
- b. Special meetings of the Regional Associations may be called by the Director of the Department of Pesticide Regulation, Secretary of Department of Food and Agriculture, Association President, or the Regional Chairperson.

Section 4. Committees

- a. Standing and program committee meetings shall be held at the Secretary/Director's meeting and at the Annual Conference when deemed appropriate by the respective committee. In accordance with CACASA By-Laws and policies, interim committee meetings may be called throughout the year to perform the work assigned to the committee.
- b. Special meetings may be called by the Director of the Department of Pesticide Regulation, Secretary of Department of Food and Agriculture, Association President, Vice Presidents, or Committee Chairpersons.
- c. Any committee may enter into a closed meeting when deemed appropriate by the presiding officer or is called for by a committee member. The only non-committee members who may be present during a closed meeting shall be Active Members and any other persons invited by the committee's presiding officer.

Section 5. Classification of Meetings

All meetings shall be identified by its presiding officer to be either a:

- a. General Assembly: Meeting wherein all members and guests may be present.
- b. Closed: Meeting wherein only members as defined in Article III, Section 1 can be present. Guests, including Life Members, are excluded from closed meetings unless specifically authorized to be present, by the presiding officer.
- c. Committee: Meeting includes any standing, program, or affiliated subcommittee.
- d. Board: Meeting is any “called” meeting of the Board of Directors in accordance with these By-Laws.
- e. Executive: Meeting wherein the Executive Board may vote, and all others may be excluded from the meeting. Actions arising from an Executive meeting shall be reviewed by the full Board and must be announced at the next General Assembly.
- f. A “Meeting of the Whole” may be utilized during a Committee or Board meeting. The sole purpose for declaring a Meeting of the Whole is to allow all Active Members, as defined in Article III, Section 1, to participate in the vote. The presiding officer of the meeting is the only person who can declare a “Meeting of the Whole” regardless whether in open meeting or closed. It may be used on any single agenda item where a larger voice [participation] is desirable.

Section 6. Procedures

Robert's Rules of Order shall be followed unless otherwise provided by the By- Laws, and policies of this Association.

ARTICLE X - DUES AND CONFERENCE REGISTRATION

Section 1. Dues

For budgeting purposes, the requirements for dues for the forthcoming fiscal year, payable to this Association by the Active Members, shall be established annually by the Board of Directors at the Secretary and Director meeting. CACASA funds shall not be used for financial support for political campaigns but may be used for education and advocacy on policy issues.

Dues shall become due and payable after the Annual conference. No member shall be entitled to a vote or a voice in the deliberations of this Association whose dues have not been paid.

Dues paid by a County for any fiscal year shall be valid for any successor appointed during the same fiscal year.

Owing to financial hardship, members unable to pay registration fees may defer payment for a specified period and shall notify the President, Treasurer and Executive Director of such intent.

Section 2. Conference Registration Fees

For budgeting purposes, conference registration fees will be recommended by the Conference Committee and approved by the Board of Directors.

Section 3. Fiscal Year

The fiscal year of this Association shall be from July 1 until June 30.

ARTICLE XI - SPECIAL ASSESSMENTS AND SPECIAL FUNDS

Section 1. Special Funds

Special funds may be established for any purpose consistent with the stated purpose of this Association and shall be administered by the Treasurer as directed by the Board of Directors. Special funds shall include all grants and gifts of every kind, special assessments, or moneys set aside by the Association for a specific purpose.

The Statement of Investment Guidelines and Objectives shall be followed.

Section 2. Gift Awards

Gift awards shall be limited to persons supporting Association activities.

Section 3. Nonprofit Disclosure

This organization is organized for nonprofit purposes and does not contemplate pecuniary gain or profit to the members thereof.

Section 4. Special Assessments & Funds

Special Assessments may be established for any use consistent with the stated purpose of this Association and shall be established with a 2/3 vote of the Active Members, as defined in Article III, Section 1, meeting in general assembly during the Secretary/Director's Conference and shall be administered by the Treasurer as directed by the Board of Directors.

ARTICLE XII - USE OF ASSOCIATION NAME

No member of this Association shall, by inference or otherwise, either directly or indirectly, misuse or abuse the name of this Association or their connection therewith; nor shall they imply or cause others to imply that this Association will sponsor or be responsible for any written article, statement, report, policy, or practice of any member or firm, association, corporation or the government agency by which the member is employed or with which the member is associated. Any member who desires to use this Association's name in connection with any personal endeavor shall first receive written authority from the Board of Directors.

ARTICLE XIII - AMENDMENTS

Section 1. Initiation of Proposed Amendments

Any Active member, as defined in Article III, Section 1, may propose an addition, deletion or amendment to these By-Laws by submitting it in writing to the Board of Directors.

Section 2. Board of Directors

If a majority of the Board of Directors approves a proposed change, it shall be submitted to the membership for vote. The Board of Directors shall determine the manner in which the vote shall be cast.

Section 3. Members

Members shall receive a copy of the proposed change at least ten (10) calendar days before the general assembly vote is taken. An amendment must receive a two-thirds majority vote of the Active Members, as defined in Article III, Section 1, to be approved.



POLICIES

CACASA POLICIES

POLICY: ANNUAL MEETING LOCATIONS

It is the policy of the Association to hold the Annual Conference in different regions of the State in order to distribute the burden and cost of travel and to assist in familiarizing Association members with the diverse nature of the State.

The Annual Meeting shall be held in areas of the State designated as the Central Area, Southern Area, and Northern Area. A three-year rotation sequence shall be established and maintained. Sites shall be selected two years in advance and arrangements made accordingly.

2019-22-25 - CENTRAL AREA - (between the Tehachapis and Sacramento)

That area south of the eastern end of San Francisco Bay, and the northern boundaries of Contra Costa, San Joaquin and Calaveras County and the southern boundary of Alpine County, and including the following counties:

Alameda	Kings	San Benito	Santa Cruz
Calaveras	Madera	San Francisco	Stanislaus
Contra Costa	Mariposa	San Joaquin	Tulare
Fresno	Merced	San Mateo	Tuolumne
Inyo/Mono	Monterey	Santa Clara	

2018-21-24 - SOUTHERN AREA - (South of the Tehachapis)

That area south of the northern boundaries of San Luis Obispo, Kern and San Bernardino County and including the following counties:

Imperial	Orange	San Diego	Ventura
Kern	Riverside	San Luis Obispo	
Los Angeles	San Bernardino	Santa Barbara	

2017-20-23 - NORTHERN AREA - (North of Sacramento)

This area to include those counties north of the line defining the Central Area:

Alpine	Glenn	Modoc	Shasta	Trinity
Amador	Humboldt	Napa	Siskiyou	Yolo
Butte	Lake	Nevada	Solano	Yuba
Colusa	Lassen	Placer	Sonoma	
Del Norte	Marin	Plumas/Sierra	Sutter	
El Dorado	Mendocino	Sacramento	Tehama	

POLICY: APPOINTMENT OF CHAIRPERSONS AND COMMITTEES

It is the policy of this Association that there is an orderly transition of committee assignments and the selection of committee chairpersons. Only active members may be considered for appointment to committees or as chairpersons. Committee members shall be appointed based

on the recommendation of the regional association to which they belong.

Unless otherwise specified in the By-Laws, the President-elect shall select committee chairpersons, to serve during their term as President, 45 days in advance of the Annual Conference. Chairpersons shall be selected based on their interests and abilities without regard to their regional association or seniority as members. The President-elect may seek advice on the selection of committee chairpersons from the President, members of the Board of Directors and the Executive Director or previous committee chairpersons.

In the event of a vacancy in a regional association's representation on a committee, the chair of the regional association shall forward the name of the new member for appointment to the Executive Secretary and President. The selection of a representative shall conform to the New Member Assignment Policy.

POLICY: ASSOCIATION DUES

It is the policy of this Association to be primarily supported through the dues of its members and that the assessment of dues is based on a sliding scale.

The Association has set the ranges for dues with adjustments on an annual basis at the Winter Conference. Starting in FY2011-12 the dues shall be based on a rolling five-year average of the unclaimed gas tax received by a county as follows:

$$(\text{UGT}/\$100,000 \times \$475) + \$1,500 = \text{Dues}$$

Dues are then rounded to the nearest \$100

No county dues shall fall below the amount assessed in 2010 nor shall they be increased more than 2.5 times the amount assessed in 2010.

Counties with an increase in the assessment resulting from this new formula will have the amount of the increase in their dues phased in over two years, FY 2011-12 and FY 2012-13.

In cases where a county is represented by more than one member, the dues shall be split equally between the members.

POLICY: COMMITTEES

It is the policy of this Association to provide a forum for the discussion of ideas and issues pertinent to the duties of the members by the establishment of committees. These committees shall meet no less than once each year but are encouraged to meet as often as the issues dictate and in a manner that provides a forum for all Association members, their staff, government personnel, and the public or industry representatives.

A committee shall be on-going unless disbanded according to the By-Laws. The first order of business for any new committee including those committees meeting for the first time during the Association's year shall be the appointment of a vice-chairperson and a secretary.

Program Committees are the regulatory oriented committees of the Association with duties involving a continuing study of county agricultural commissioner and weights and measures programs. They shall maintain a close working relationship with the Department of Food and Agriculture, Department of Pesticide Regulation, other involved agencies, and the industry.

In the event a regional association representative is unable to attend a meeting of the program committee of which they are a member, the regional association may select an alternate representative from its membership. The alternate regional representative shall notify the appropriate program committee chairperson prior to participating in the committee meeting. The chairperson, as a nonvoting member (except in the case of a tie vote), may represent the third person from a regional association on the committee. Appointments shall be made with a minimum of delay following its adjournment.

Regional Associations should submit the names of their desired program representatives to the Executive Secretary 30 days in advance of the Annual Conference.

Program committees may be aligned along broad or narrow duty areas. The 2010 program committees listed below should not be considered to be limiting or all-inclusive:

Food Safety/Agricultural Security
Information Management and Policy Advisor
Laws and Regulations
Natural Resources Protection
Nursery, Seed and Apiary
Pest Prevention
Pesticide Regulatory Affairs
Specifications and Tolerances
Standardization and Statistics
Weed and Vertebrate

POLICY: COMMUNICATION

It is the policy of this Association that all members, regional associations and entities of the Association provide timely communication on matters that affect or may affect the decisions, functions and relationships of the Association and its members.

In an effort to ensure this communication members shall adhere to the following:

- Agendas for all meetings of regional associations and the Board of Directors should be distributed to their members no later than 7 days prior to the meeting, with a copy forwarded to the Executive Secretary and Executive Director. Items of a sensitive nature should be distributed to State agencies within 14 days of a called meeting if appropriate.
- Agendas for all committee meetings should be distributed to their members no later than 30 days prior to the meeting, with a copy forwarded to the Executive Secretary and Executive Director.
- DRAFT Minutes of meetings of regional associations and committees should be distributed no later than two weeks after the meeting to regional association and committee members.
- APPROVED Minutes of meetings of regional associations and committees should be distributed no later than two weeks after approval, with a copy forwarded to the Executive Secretary and Executive Director.
- Additions to agendas not on the distributed copy should be limited to matters of urgency or matters that arose after the agenda was distributed.

- On items requiring action by the Board of Directors, the issue shall be forwarded to the Executive Secretary and Executive Director immediately so that proper consideration may be made.
- In communicating with state and federal agencies on matters that may affect other members, regional associations or the Association, a copy or synopsis of the communication should be provided to the Executive Secretary, Executive Director, and any member or regional association that may be involved.

When replying to a general email inquiry, do not "Reply to All", reply only to the person requesting feedback. Area Groups, committees, and other work groups may reply in any format that fosters their business.

POLICY: CONFLICT OF INTEREST – Board Approved February 2017; see Appendix A for the full policy

SECTION 1. PURPOSE: California Agricultural Commissioners and Sealers Association (CACASA) is a nonprofit, tax-exempt organization. Maintenance of its tax-exempt status is important both for its continued financial stability and for continued member support. Therefore, the IRS as well as state regulatory and tax officials view the operations of CACASA as subject to scrutiny by, and accountable to, such governmental authorities as well as to its members.

Consequently, there exists between CACASA and its Board of Directors, officers, and management employees a fiduciary duty that carries with it a broad and unbending duty of loyalty and fidelity. The Board, officers, and management employees have the responsibility of administering the affairs of CACASA honestly and prudently and of exercising their best care, skill, and judgment for the sole benefit of CACASA. Those persons shall exercise the utmost good faith in all transactions involved in their duties, and they shall not use their positions with CACASA or knowledge gained therefrom for their personal benefit. The interests of CACASA must be the first priority in all decisions and actions.

SECTION 2. PERSONS CONCERNED:

This statement is directed not only to directors and officers, but to all employees who can influence the actions of CACASA. For example, this would include all who make purchasing decisions, all persons who might be described as “management personnel,” and anyone who has proprietary information concerning CACASA.

SECTION 3. AREAS WHEREIN CONFLICT MAY ARISE:

Conflicts of interest may arise in the relations of directors, officers, and management employees with any of the following third parties:

- 1) Persons and firms supplying goods and services to CACASA.
- 2) Persons and firms from whom CACASA leases property and equipment.
- 3) Persons and firms with whom CACASA is dealing or planning to deal in connection with the gift, purchase or sale of real estate, securities, or other property.

- 4) Competing or affinity organizations.
- 5) Donors and others supporting CACASA.
- 6) Agencies, organizations, and associations that affect the operations of CACASA.
7. Family members, friends, and other employees.

SECTION 4. NATURE OF CONFLICTING INTEREST:

A conflicting interest may be defined as an interest, direct or indirect, with any persons, organizations or firms mentioned in Section 3. Such an interest might arise through:

1. Owning stock or holding debt or other proprietary interests in any third party dealing with CACASA.
2. Holding office, serving on the board, participating in management, or being otherwise employed (or formerly employed) with any third party dealing with CACASA.
3. Receiving remuneration for services with respect to individual transactions involving CACASA.
4. Using CACASA's time, personnel, equipment, supplies, or good will for other than CACASA-approved activities, programs, and purposes.
5. Receiving personal gifts or loans from third parties dealing or competing with CACASA. Receipt of any gift or loan from a third party must be consistent with the requirements found in the California Fair Political Practices Commission's Limitations and Restrictions on Gifts, Honoraria, Travel and Loans as found in FPPC Form 700, Statement of Economic Interests.

SECTION 5. INTERPRETATION OF THIS STATEMENT OF POLICY:

The areas of conflicting interest listed in Section 3, and the relations in those areas which may give rise to conflict, as listed in Section 4, are not exhaustive. Conflicts might arise in other areas or through other relations. It is assumed that the directors, officers, and management employees will recognize such areas and relations by analogy.

The fact that one of the interests described in Section 4 exists does not necessarily mean that a conflict exists, or that the conflict, if it exists, is material enough to be of practical importance, or if material, that upon full disclosure of all relevant facts and circumstances it is necessarily adverse to the interests of CACASA.

However, it is the policy of the Board that the existence of any of the interests described in Section 4 shall be disclosed before any transaction is consummated. It shall be the continuing responsibility of the Board, officers, and management employees to scrutinize their transactions and outside business interests and relationships for potential conflicts and to immediately make necessary and appropriate disclosures.

SECTION 6. DISCLOSURE POLICY AND PROCEDURE:

Transactions with parties with whom a conflicting interest exists may be undertaken only if all the following are observed:

1. The conflicting interest is fully disclosed;

2. The person with the conflict of interest is excluded from the discussion and approval of such transaction;
3. A competitive bid or comparable valuation exists; and
4. The Board or a duly constituted committee thereof has determined that the transaction is in the best interest of the organization.

Disclosure in CACASA should be made to the President who shall bring the matter to the attention of the Board or a duly constituted committee thereof. Disclosure involving directors should be made to the President, or if she or he is the one with the conflict, then to the President-Elect, who shall bring these matters to the Board or a duly constituted committee thereof.

The Board or a duly constituted committee thereof shall determine whether a conflict exists and, in the case of an existing conflict, whether the contemplated transaction may be authorized as just, fair, and reasonable to CACASA. The decision of the Board or a duly constituted committee thereof on these matters will rest in their sole discretion, and their concern must be the welfare of CACASA and the advancement of its purposes.

I hereby acknowledge and confirm that I have read and understand CACASA's conflict of interest policy and that I agree to comply with it. If I become aware of any information that might indicate the existence of a conflict of interest or that I have not complied with this policy, I will immediately notify the President.

POLICY: DEVICE SEALING POLICY

Purpose: The purpose of this policy is to establish a uniform standard for sealing devices inspected by members of this Association and found correct, and to establish uniformity in the appearance of device seals to assist the public in the recognition of legal devices.

A device shall have a seal affixed to it if, when inspected, it:

- Is a type-approved device
- Is suitable for the purpose for which it is being used
- Weighs or measures within the acceptable tolerances specified
- Is not so placed as to facilitate fraud

Seals should conform to the following standards but may differ if following an established practice:

- Be 1 7/8 to 2 1/4 inches round
- Have the County Sealer's name and the County Department name
- Have the Year for which the seal is valid
- Have the County or Department emblem or the State Seal in the center
- May have a serrated edge
- Indicate that the device has been tested and found to be correct. The term "correct when tested" should be used
- Contact information such as a phone number or web site.
- The outer edge/text and background should be:
2008, and every fourth year thereafter Green on White
2009, and every fourth year thereafter Red on White

2010, and every fourth year thereafter Blue on White
2011, and every fourth year thereafter Black on Yellow

POLICY: DRUG FREE WORKPLACE – Board approved February 2017 – see Appendix B for full policy.

California Agricultural Commissioners and Sealers Association (CACASA) is committed to protecting the safety, health, and well-being of its employees and all people who come into contact with its workplace(s) and property, and/or use its products and services.

POLICY: EXPENSE REIMBURSEMENT

It is the policy of the Association to reimburse expenses incurred by members who meet the following requirements:

- The expense was authorized by the Board either as a budgeted item or as a separate Board action; or
- The expense was determined by the Board to have been incurred for the sole benefit of the Association; and
- The expense was not reimbursed by another entity; and
- The expense is documented by a receipt unless a per diem amount has been approved by the Board; and
- The expense did not constitute a reportable gift; and
- A request for reimbursement has been submitted by the member.

These funds shall not be used for reportable lobbying activities.

- ✓ *See Expense Reimbursement Guideline.*

POLICY: FISCAL PRACTICES

(Revisions to this section are pending Finance Committee's review as of Spring 2018)

Section 1 ACCOUNTING METHOD

The accounting method to be used shall be cash-based accounting wherein all revenue is recognized when cash is received and expenses recognized when cash is paid. Cash-based accounting does not recognize promises to pay or expectations to receive money or services in the future, such as payables, receivables and pre-paid or accrued expenses. At the end of the fiscal year, all outstanding checks shall be shown but not charged against the cash balance.

Section 2 TRANSFERS BETWEEN ACCOUNTS

Transfers between accounts where the funds transferred will be repaid shall be shown as a debit in the originating account and as a credit in the receiving account. When the funds are repaid, the debit and credit shall be reversed. These transfers are an exception to the cash-based accounting method for the purpose of maintaining a record of the transaction.

Section 3 DEPOSITS

The Executive Secretary is responsible for collecting all revenue due to the Association. All funds received should be deposited in a timely manner. When the amount to be deposited exceeds \$10,000, the deposit should be made within two working days. Lesser amounts received should be deposited no later than five working days after receipt.

Section 4 EXPENDITURES

The Executive Secretary/Treasurer of the Association shall be responsible for the issuance of checks and minor cash disbursements made on the behalf of the Association.

Section 5 DOCUMENTATION OF TRANSACTIONS

All funds received shall be documented by a receipt or ledger entry showing the date received, from whom received, the amount and the reason for the payment. All fund disbursed shall be recorded showing the amount, date issued, date paid, to whom the funds were disbursed and the purpose for the disbursement. No disbursement shall be made without authorization from the Board of Directors. Disbursements listed in the Association's current budget shall be considered to be authorized.

Section 6 AUDIT REVIEW

The Auditing Committee shall examine the books of the Association during the Director's and Annual Conferences and report their findings to the Association. The Audit Committee may review a financial report that reconciles funds received and disbursed, including interest from the various accounts.

Section 7 INVESTMENT GUIDELINES

A) In order to maintain a balanced portfolio with the objective of a total return that exceeds the rate of inflation over the term of the investments, the Board-designated Investment Manager, with full discretion on how to meet this objective shall manage the Association's investments according to the following guidelines:

1. Approximately 25% of the assets should be in equities/mutual funds which may be large/medium/small capitalization or international type stocks.
2. Approximately 50% of the assets should be in fixed income of which half (25%) must be government-backed. The remaining half (25%) may be invested in corporate bonds rated BBB+ or higher. Laddering or staggered maturities are preferred.
3. Approximately 25% of the assets should be in the money market for day-to-day expenses.

B) The investment guidelines and objectives will be reviewed annually by the Fiscal Committee and the accounts reviewed and rebalanced for presentation to the Board of Directors.

Section 8 BUDGET SCHEDULE

The Executive Secretary shall prepare a draft budget for distribution at the interim conference preceding the Annual Conference or if no interim conference is held, by March 15th. The Board of Directors may amend or revise the budget prior to approval at the Annual Conference or at any subsequent time in order to address changing needs.

Section 9 OFFICER STIPENDS

Officer stipends are to be issued in the fiscal year they assume their position.

Section 10 FISCAL YEAR

The fiscal year of the Association shall start on July 1st and end on the following June 30th.

Adopted February 8, 2008
Amended October 20, 2011
(x/ref Investment Managers)

Finance Committee Minutes
Wednesday, May 7, 2008

It was M/S/C that the Audit Committee Chair in tandem with the Executive Secretary shall be the "Investment Managers" per Section 7 of CACASA's Fiscal Policies adopted February 8, 2008.

POLICY: HARASSMENT FREE WORKPLACE – Board Approved February 2017; see Appendix C for full policy.

California Agricultural Commissioners and Sealers Association (CACASA) is committed to providing a work environment that is free from all forms of discrimination and harassment that CACASA deems inappropriate. Our goal is to strive for a productive and pleasant working environment based on mutual respect that reflects the highest level of ethical and lawful conduct.

POLICY: LEGISLATIVE MATTERS

The purpose of the legislative committee shall be to:

- Review proposed legislation affecting the Association, its members, the industries and public we serve
- Craft wording for legislation sought by the Association
- Recommend positions on legislation of interest to the Association, and
- Represent the Association as necessary in legislative matters

The Committee shall limit its positions and Legislative activities to those bills which affect members by promoting beneficial Legislation and opposing that Legislation which is not beneficial.

The Association recognizes that timely meetings with adequate attendance and participation are most important to the effectiveness of this committee and should be a determining factor in committee composition.

1. The committee may be comprised of subcommittees for Agricultural Legislation and/or a subcommittee for Weights and Measures Legislation or other subcommittee designations as appropriate to the needs of the committee.

The Chairperson shall designate who will serve as a subcommittee chairperson.

2. Regional Associations may recommend to the Chairperson, representatives for subcommittees.

COMMITTEE RESPONSIBILITIES

The Legislative Committee and in particular its Chairperson, are authorized to speak on behalf of the Association on all legislative matters in their respective programs when the Board of Director's or Executive Board cannot readily act and develop an Association position.

The Association's contact for bills on which it takes a position will be the Chairperson. The Chairperson may appoint a legislative contact representative for bills sponsored by the Association. The Legislative Contact Representative will be an active member who is in agreement with the Association's position.

The Chairperson or other designee of the Legislative Committee shall inform the Department of Food and Agriculture and the Department of Pesticide Regulation of the bills of interest to the Association, its position, and the Legislative Contact Representative for bills sponsored by the Association.

The Legislative Committee shall, whenever possible, coordinate their activities with Departmental Legislative Representatives and any Legislative Advocate who officially represents the Association.

LEGISLATIVE CONTACT REPRESENTATIVES

1. Legislative Contact Representatives, if appropriate, will work closely with California Department of Food and Agriculture and the Department of Pesticide Regulation Legislative Representatives and/or Legislative Advocate to carry the bill and make all arrangements for any action which will support the Association's position.
2. Action will be coordinated with the Chairperson along with the Legislative Advocate and/or Departmental Legislative Representatives. Necessary action may include appearing or arranging for witness(es) at legislative hearings, communicating with Legislators, industry groups, and the Departments, as well as seeking assistance from other members.
3. The Legislative Contact Representative shall keep the Chairperson of the Legislative committee informed of the progress of the bill.

SUPPORT AND POSITIONS

1. Members should support, in accordance with Association Policy, the position adopted by the Association, in so far as it is not in conflict with their official county policy or position.
2. Although the Association's position does not prevent individual members from supporting an opposing position, the Chairperson of the Legislative Committee should be informed of any opposing position and the reason. A member with an opposing position shall not make any comments in support of their position which would imply that they are speaking for the Association.
3. The positions adopted by the Association shall be classified as follows:
 - a. Support
 - b. Oppose
 - c. Watch
 - d. Support if amended
 - e. Oppose unless amended
 - f. Neutral

POLICY: LOCAL PESTICIDE REGULATIONS

It is the policy of this Association that its members communicate their intention to adopt local pest control regulations to the members in adjacent counties and to the Pesticide Regulatory Advisory Committee Chairperson in order to seek input prior to publishing a Notice of Intent to Adopt Regulations. The guidelines to establish a local pesticide regulation can be found in ENF-03-32.

POLICY: NEW MEMBER ASSIGNMENTS

New active members of CACASA should fill the positions of their predecessor except as noted below. It is the responsibility of the Regional Association Chairperson to notify the CACASA President and the Executive Secretary confirming the Regional Association’s representatives within 45 days of the new member’s appointment.

New active members should not be confirmed as members of the Board of Directors or the committees listed below until they have completed at least one year of membership:

- Finance Committee
- Legislative Committee
- Long Range Planning

POLICY: NOMINATIONS AND OFFICER SELECTION

It is the policy of this Association that all members be encouraged to serve as officers of the Association and that the selection process should focus on the capabilities of the individual members.

The composition of the Nominating Committee shall not restrict or otherwise limit the deliberations of the committee in the effort to assemble a slate of officers for the Association. Committee members shall consider all active members regardless of their regional associations although Committee members should seek input from their regional association regarding possible nominees.

The Chairperson of the Nominating Committee shall convene meetings of the committee members at such times, places and manner so as to finalize a slate of nominees 45 days prior to the Annual Conference. This deadline allows the regional associations to select their representatives for the Board of Directors without duplicating the people likely to be selected as officers.

POLICY: PESTICIDES

The Association recognizes the need for pesticides as a tool for public health, homeowners, agriculture and other businesses and supports proper and adequate controls on pesticide use to mitigate the inherent hazards associated with their use.

The Association believes protection of human health and the environment is best served through an integrated approach utilizing local officials, guided by state and federal regulatory agencies, based on science.

To accomplish this, the Association:

- Encourages public and industry education regarding pesticides and their use.

- Supports appropriate regulation and enforcement to ensure the safe, effective, and proper use of pesticides when they are necessary.
- Advocates the use of pest control measures, including biological control and integrated management approaches, with the least adverse effects to public health and the environment that effectively resolve problems created by pests.

POLICY: PRESENTATIONS AT COMMISSIONER/SEALER CONFERENCES

It is the policy of the Association that presentations given at the Annual and Director’s/Secretary’s Conferences, and other Association meetings be informational in nature and content should be relative to the programs overseen and performed by CACASA. Pay for service or pay for product presentations should be avoided and are discouraged. It is the responsibility of each committee and subcommittee chair to determine the appropriateness of a vendor’s presentation. Vendors wishing to have displays or booths outside of the conference meeting rooms are welcome to do so after requesting and receiving permission from CACASA’s Conference Committee and the hosting venue. Arrangements for these displays or booths are the responsibility of the vendor and not CACASA.

POLICY: RECORD RETENTION – Board Approved February 2017; see Appendix D for full policy.

The corporate records of California Agricultural Commissioners and Sealers Association and its subsidiaries (organization) are important assets. Corporate records include essentially all records you produce as an employee, whether paper or electronic. A record may be as obvious as a memorandum, an e-mail, a contract, or a case study, or, something not as obvious, such as a computerized desk calendar, an appointment book, or an expense record.

POLICY: REINSPECTIONS

No county inspector/biologist or weights and measures inspector shall reinspect any commodity, device, equipment or any other items including records and release from hold or non-compliance order issued by another county unless the commodity, device, equipment or other item has been repaired, reconditioned or otherwise corrected by the party responsible prior to the reinspection.

Adopted February 25, 1965
 Amended May 23, 1975
 Revised and Retitled December 7, 2010

POLICY: RODENT BAITS APPLIED BY AIRCRAFT

Pre-Treatment

1. Actual damage or threat of damage must be sufficient to warrant aerial application of rodent baits. Alternative methods shall always be considered.

2. There shall be adherence to recognized methods and techniques of determining bait acceptance. No baiting shall be implemented unless tests indicate satisfactory bait acceptance in representative areas.
3. The aircraft shall be calibrated with placebo baits under the supervision of the agricultural commissioner or his staff.
4. The pilot shall be thoroughly familiar with the application site. Maps (topographic/aerial) identifying boundaries and sensitive areas shall be provided to the pilot prior to application. The use of Global Positioning Systems (GPS) should be utilized.
5. Property lines and boundaries shall be clearly visible from the air or through GPS technology.
6. A general evaluation of effects on non-target wildlife shall be made and documented.

Treatment

1. Ground to air communication shall be in use during treatment.
2. Provisions shall be made to eliminate spillage of bait at the loading site. Unless automatic loading equipment is utilized, a ground cloth or canvas must be used.
3. No treatment shall be made when wind velocity impairs effective bait placement.
4. Treated bait shall not be applied near farm buildings or over water supplies.
5. The aircraft hopper shall be:
 - a. Cleaned with hot water and detergent or steam cleaned before the first baiting of the program, after final baiting of the program, and if the baiting hopper has been used for other pesticides during the program.
6. The rate of application shall be monitored daily by measuring bait dispersal in the treated area.
7. Direct supervision by the County Agricultural Commissioner or his staff means the presence of at least one supervisor to monitor the operation in each area under treatment.

Post-Treatment

An evaluation should be made of representative areas to determine the degree of effectiveness.

Adopted May 11, 1972.

Amended and reaffirmed May 17, 1983.

Revised May 3, 2011.

POLICY: SPECIAL ASSIGNMENTS

From time to time, CACASA assigns members to represent the Association in related industry affairs. These assignments currently include, CARES, CCIA, CSAC, NaCO, RCRC, the CACASA (Safeway) Fund Evaluation Committee, the CACASA/Industry Working Group, the California Invasive Species Advisory Committee, the California Rural Crime Taskforce, the District Attorney Association, the Domestic Animal Working Group, the Emergency Animal

Disposal Working Group, the National Weights and Measures Association, the Pierce's Disease Advisory Task Force, (liaison to) the Retired CACs/Ss, the State Board of Agriculture, the State Strategic Committee on Terrorism, the Western Weights & Measures Association, the Wine Grape Grower's Assessment Subcommittee, and others.

At the Annual Conference, in order to provide a smooth transition for succeeding members, as well as to update the Board of Directors, members assigned to special projects or assignments shall inform the President and Board of Directors what transpired during their term. The report should be brief and written, highlighting important aspects of their assignment and pending responsibilities. The report should include all pertinent contact information.

POLICY: WHISTLEBLOWER PROTECTION – Board Approved February 2017; see Appendix E for full policy.

California Agricultural Commissioners and Sealers Association's (CACASA) Code of Conduct (Code) requires directors, officers, and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of CACASA, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

It is the responsibility of all directors, officers, and employees to comply with the Code and to report violations or suspected violations in accordance with this Whistleblower Policy.



CACASA GUIDELINES

GUIDELINE: COMMITTEE MATTERS

Committee chairpersons will be appointed according to Association Policy. As the first order of Business at its first meeting of the Association year, each committee shall elect a vice chair and a secretary. The Association year is that period of time from the adjournment of the annual conference to the adjournment of the succeeding annual conference.

Subject matter for committee consideration may come from any appropriate source. Subject matter shall be routed through the President and Vice Presidents for assignment to the appropriate committee for study and recommended action. The committee chairperson most likely to be assigned the issue should concurrently receive the subject matter. These procedures shall apply to the Board of Directors, to the regional associations and to any subcommittees.

RESPONSIBILITIES OF COMMITTEE CHAIRPERSONS

1. Familiarize themselves with committee actions taken during the preceding term whether complete or incomplete by consultation with the Affiliated Vice President and former Chairperson. It is the responsibility of the new Chairperson to follow through on action taken by the committee prior to appointment as Chairperson.
 - a. It is also the responsibility of the Chairperson to work with their committee to establish goals for the year as they first assume office. Chairpersons should familiarize themselves with the prior year's committee goals.
 - b. They must convey, in writing, these goals to the President, and make periodic reports, including a brief, final report at the Annual Conference to the Association on the committee's progress in meeting these goals.
 - c. When necessary, a committee's Chair shall request replacement of an area group's committee member when that member is nonresponsive to the needs of the chair and/or the committee.
2. The following is intended to assist chairpersons in the fulfillment of mutual expectations regarding committee business that is conducted during a CACASA conference:
 - a. It is expected that committee meetings will start and end in accordance with the time provided in the conference's schedule of meetings. In order to stay on schedule the chair is expected to control discussions; limit questions, comments, etc., and stay on topic for efficient management of the committee's allotted time.
 - b. The chair may require reports to be submitted in written form so as to provide more time for appropriate discussion of actionable items. (*Committee minutes are typically not read but are provided in written form for approval.*) However, bear in mind that, as chair, you have the prerogative to determine that a report would be better spoken, especially if it is reporting change that everyone need to be aware.

- c. Committee chairpersons shall work in concert with the CACASA Secretary to schedule the appropriate day and length of time for which their respective committee can meet during the conference. It is vital that each chair provide the CACASA Secretary with information regarding guest speakers at least one month in advance of the committee's meeting.
 - d. Each committee's agenda is expected to be available for area group review, no less than one month prior to a CACASA conference or Interim Board meeting. Any changes after that time shall be announced at the beginning of the committee's meeting. *Conference agenda packets go to the printer no less than two weeks before any conference.*
 - e. It is the responsibility of each committee chair to ensure a sufficient quantity of hand-outs are available for all CACASA Active members, and any other audience members, as deemed appropriate.
 - f. It is the responsibility of each committee chair to ensure copies of motions their committee makes recommending Board of Director action are submitted to the CACASA Secretary no less than 12 hours prior to the start of the final day of the conference.
3. Affiliated Vice President – Program Committee Chairpersons shall closely coordinate responsibilities with the appropriate Vice President as stipulated in the Association's Constitution and By-Laws.
 4. Arrange time and place or manner of meeting, issue an official call using the Liaisons if necessary to secure a meeting room at CDFA or CDPR. Requests other than those of an emergency nature should be submitted at least 30 days in advance of the proposed meeting.
 5. Prepare a Meeting Agenda
 - a. Solicit members for agenda items.
 - b. Avoid subjects that do not merit committee action or attention.**
 - c. Preparation and distribution of agendas is the responsibility of the Chairperson. Agendas should be printed on the Chairperson's county letterhead or blank paper with appropriate heading and distributed by Chairperson. Duplication and distribution may be made by the Department if prior arrangements are made and approval obtained from the Liaison Coordinators.
 - d. Prepare and distribute an agenda to all active members, the Director, the Secretary, and liaisons thirty days prior to the meeting.

No committee of the Association, except the Legislative Committee, should take action on any matter or issue unless said matter or issue has been disseminated for review by all commissioners/sealers, thirty (30) days prior to the committee's meeting. *This process should utilize the Regional Associations and their respective committee members who are responsible for providing liaison whenever possible. Committee chairs may waive this requirement for consideration of urgent matters.*

- e. If unable to prepare and distribute an agenda to all members a tentative agenda should be distributed to all committee members, the Association officers, other committee chairs, and to the liaisons.
- f. Agendas should be available at meetings for all persons present.
- g. Schedule appearances before committee of those desiring to speak to an issue or those whose testimony is requested. Such appearances may include but are not limited to Departmental personnel and members of industry.
- h. Agenda Format:

AGENDA

NAME OF GROUP MEETING

DATE/TIME

PLACE

Committee Members

- I. Call to Order
- II. Approval of Minutes
- III. Unfinished Business
- IV. New Business
- V. Additional Items
- VI. Executive/Closed Session
- VII. Adjournment

Agenda items should be numbered and related items grouped together. Items should be informative enough to allow adequate preparation by those planning to attend the meeting.

6. Meeting Procedures:

- a. Start meetings on time and adjourn on time.
- b. Determine order of agenda discussion and add additional agenda items. For continuity's sake, related items should be grouped together and discussed accordingly.
- c. Control discussion so as to conserve time, allow for full participation of members and confine to the subject.

- d. **To the maximum extent possible, lengthy oral summaries of routine activities should be avoided and the speaker requested to provide a written statement of his/her comments or progress report(s).** Adequate copies should be provided for all members and for inclusion in the minutes. Electronic copies are preferred.
- e. Action items, motions or consensus of opinion*, should be so worded as to clearly indicate the intent of the committee, the disposition of the action, and to whom the action, recommendation, or request is to be directed**. The chairperson shall only vote when a motion results in a tie vote.

** Do this as soon as unanimous or solid majority agreement is apparent. Considered action often may be speeded up and a properly worded motion obtained by asking the maker to put it in writing.*

*** Motions to recommend, request, et cetera, directed to a particular person, agency or business shall be coordinated by the committee chair with the Board of Directors.*

Committee motions should be directed to the President and Vice Presidents of the Association, as representatives of the Board of Directors as a recommendation unless more appropriate or expeditious direction is indicated.

Regional Association motions affecting any other regional association or the Association should be directed to the other regional associations, to the appropriate Vice President, or to the Board of Directors.

- f. The Board of Directors or Association should not be asked to take action upon a subject until the appropriate committee has fully studied the subject and reached a decision.
- g. Prepare a report of committee findings and recommendations for actions for presentation to the Board of Directors or Association for final action.
- h. With the assistance of the Executive Director, post all approved Minutes and supporting documents on the CACASA web site with a minimum of delay.
- i. Appoint necessary subcommittees and work groups in consultation with the affiliated Vice President. **Subcommittees should be composed of any membership category (including Association Members), with an emphasis upon selecting those who are best qualified to get the job done. An active member should be appointed as subcommittee Chairperson and report back to the committee.**

Committee subcommittees and work groups must be addressed during the committee's meeting at the annual conference in order to determine continuance or other direction.

- j. Procedure following adjournment of committee meetings.
 - 1. See that committee actions reach a proper disposition and transmitted to proper destination with sufficient explanation to convey the intent of the actions.

2. Use every reasonable effort to secure prompt results and follow through to see that action is taken.
 3. Inform committee members and affiliated Vice Presidents of all matters pending and of all follow-through action and results.
6. Presentation of Committee Reports.

The Chairperson for each committee requiring Board of Director approval shall ensure that any action items are communicated to the Executive Secretary so that they might be placed on the agenda of the Board of Directors. During the Annual and Secretary/Director's conferences, these action items should be provided no later than 5:15 p.m. of the day before the final session. Committees that meet the morning of the conference final session will be unable to incorporate their recommended motions into the Board's printed agenda. For ease and clarity, it is recommended that committee chairs read only that portion of the committee's report that will require Board action. Each item for adoption reported orally should be considered separately, moved for adoption, and voted on accordingly. Committee chairpersons should be prepared to provide additional discussion of their committee's action item. If no action items were voted upon, then it is appropriate for the chairperson to simply state so.

Most items for action will be placed on a consent agenda and adopted in a single Board action. Items meriting discussion will be considered individually.

7. Committee transition procedure.
- a. Continue to follow through on all committee actions taken during their term as chairperson even though a new committee and chair have been designated. The new chairperson should be advised of actions of the previous committee and any unfinished business.
 - b. Prepare and keep current a written record of all committee proceedings, correspondence, etc., for passing on to each succeeding chairperson.
 - c. Provide written and verbal procedural guidelines to the succeeding chairperson.

RESPONSIBILITIES OF COMMITTEE VICE-CHAIRPERSON

1. Be prepared to carry out the duties of the chairperson.

RESPONSIBILITIES OF COMMITTEE SECRETARY

1. Assist the chairperson in every way possible in the performance of his/her responsibilities and perform other usual duties of a secretary.
2. Keep a record of meetings. Enough detail should be recorded of agenda items to present familiarization with the subject and a brief summary of the action taken.
3. Preparation of Minutes:
 - a. Secretary/Director's Meeting and Annual Conference
Immediately upon adjournment of the committee meeting the committee secretary shall prepare a draft of the minutes. Verify motions and actions taken with the chairperson. Submit draft motions to the Executive Secretary for incorporation into

subsequent Board agendas for approval.

b. Special Committee Meetings

These shall be any meeting other than those held at the Secretary/Director's Meeting and Annual Conference.

A draft of the minutes should be prepared within three days following the meeting and submitted to the chairperson for review. Any corrections or additions should be immediately noted by the chairperson and returned to the secretary. A final draft shall be prepared as soon as possible and transmitted to the committee members for subsequent approval. Approved minutes shall be submitted to the Executive Secretary for distribution to all commissioners, sealers and the Executive Director for uploading onto CACASA.org.

Corrections if not caught by the committee chairperson can be made at the next committee meeting and so noted in the minutes of that meeting.

5. Special Reports to the Association:

Any special reports that are to receive general distribution to all commissioners/sealers should be sent to the Executive Secretary for distribution. There may be occasions when this procedure is impractical due to delay or a limited distribution. In these instances good judgment should prevail. However, it is most important that copies be sent to all Association officers and other committee chairpersons with a minimum of delay.

Standard Format for all Minutes:

MINUTES

NAME OF GROUP MEETING

DATE/TIME

PLACE

Members Present

I. Call to Order

II. Approval of Previous Minutes

Action taken and corrections noted.

III. Unfinished Business

Clearly indicate status and/or additional action.

Actions:

IV. New Business

Actions:

V. Additional Agenda Items

VI. Executive /Closed Session

Actions: Minimal reporting of essential elements necessary to capture the essence of the action for historical purposes.

VII. Adjournment

(All minutes should end with the signature of the secretary.)

RESPONSIBILITIES OF COMMITTEE MEMBERS

1. Be a responsible member by responding to and providing assistance to the chairperson in meeting committee Assignments and deadlines.
2. Keep informed on committee issues.
3. The member should keep regional association members informed, request their input and comments represent the regional views on the committee and request and identify committee agenda items.

GUIDELINE: ETHICAL CONDUCT PROCESS

1. Complaints should be directed to the Ethics Committee Chair in writing and signed. Complaints will be accepted from active and associate members.
2. The pros and cons of the complaint and attempting to intercede will be discussed by the Ethics Committee. The Regional Association Chair or another appropriate individual may be requested to assist the committee in the process.
3. The committee will investigate the issue(s). The perspectives of all parties will be sought and considered. Examples of conduct issues of concern include:
 - Failure to comply with CACASA Policy.
 - Failure to attend or participate in Regional and State Association meetings.
 - Failure to comply with minimum standards regarding statewide programs and

enforcement.

- Conflicts between neighboring counties.
 - Political involvement in conflict with Association goals and policies.
 - Conflicts between members and CDFA or CDPR.
4. The committee will evaluate the facts and make findings and provide recommended actions which may include:
- Independently the Committee may limit its recommendation to one of education and counsel taking no further action (active and associate members).
- The Committee may recommend to the Board of Directors, in Executive Session to:
- Implement procedural or educational solutions
- Provide additional counseling (active and associate members)
- Place restrictions on Association privileges/assignments (active and associate members)
- Refer the matter to the Secretary and/or Director with a recommendation to interact with the Board of Supervisors (active members only)

Note: The goal is for the process to result in positive future conduct, and the process should not constrict flexibility, creative dialogue and solutions.

GUIDELINE: EXPENSE REIMBURSEMENT

Member(s) Expense - Reimbursement from the Member Expenses appropriation shall meet the following general requirements. Exceptions will require review and approval by the Board of Directors.

1. Extraordinary Event (i.e. Special Dinner Meetings with Legislators and/or staff) requires prior Board approval. A dollar limit will be established, receipts shall be submitted, and all "activity expense" reporting requirements complied with. An "activity expense" is any payment made, as a lobbyist employer, which benefits, in whole or in part, an elective state officer, a legislative or agency official, a state candidate, or a member of the immediate family of such officials or candidates. The following information must be reported for each activity expense:
 - a. Date - The date the expense or event was incurred.
 - b. Name and Address of Payee - The name and address of the vendor or other person to whom payment was made or incurred. If charged to a credit card, we must list the name of the credit card company and also the name of the vendor which received the payment.
 - c. Name and Official Position of Reportable Persons and Amount Benefiting Each- The name and official position of each reportable person who benefited from the payment. The association must also specify the portion of the total activity expense which is attributable to each reportable person. Each reportable person will receive written notice of the amount they benefited and their responsibility to report.

- d. Description of Consideration - Description of the goods or services provide, e.g., lunch, refreshments, flowers, etc.
 - e. Total Amount of Activity - The total amount the association paid or incurred for the activity (not just the amount which benefited the reportable persons). If the amount paid was a portion of the total cost of the activity (the balance of which was paid by other person), we also must indicate in a note the total cost of the activity and that the payment represents a portion of the total.
2. Reimbursable expenses and a dollar limit will be established.
 3. All extraordinary expenses will be reviewed by the Executive Board.
 4. Members may find themselves in situations where they must expend funds without prior approval in furthering the interests of the Association. Reimbursement for these expenses may be submitted to the Executive Secretary. The Executive Secretary shall obtain approval from the Board prior to issuing the reimbursement unless it was a budgeted expense. The Board may authorize reimbursement on the recommendation of the Executive Secretary and/or applicable Committee Chair.

Reimbursement shall not be made for reportable lobbying activities.

Reimbursements shall meet the following general documentation requirements. Exceptions will require review and approval by the Board of Directors.

- a. Date - The date the expense or event was incurred.
- b. Name and Address of Payee - The name and address of the vendor or other person to whom payment was made or incurred. If charged to a credit card, we must list the name of the credit card company and also the name of the vendor which received the payment.
- c. Name and Official Position if any of the Persons and Amount Benefiting Each - The name and official position of each reportable person who benefited from the payment. The association must also specify the portion of the total activity expense which is attributable to each reportable person. Each reportable person will receive written notice of the amount they benefited and their responsibility to report.
- d. Description of Consideration - Description of the goods or services provide, e.g., lunch, refreshments, flowers, etc.
- e. Total Amount of Activity - The total amount paid or incurred for the activity (not just the amount which benefited the reportable persons). If the amount paid was a portion of the total cost of the activity (the balance of which was paid by other person), we also must indicate in a note the total cost of the activity and that the payment represents a portion of the total.

GUIDELINE: INVESTMENT GUIDELINES AND OBJECTIVES

The purpose of this statement is to establish and communicate the long-term goals and investment guidelines of the California Agricultural Commissioners and Sealers Association (CACASA) account to Investment Management Firm(s). This Statement provides the

Investment Managers with direction and a framework within which they are expected to manage the account. The intent of this statement is to be specific enough to be meaningful, yet flexible enough to be practical, given changing economic, business, and financial market conditions.

The management of assets is to be delegated to the Investment Manager for the account. The Investment Managers will have full discretion with the objectives and guidelines set forth in this statement.

The CACASA Investment Managers are the Executive Secretary and the Chair of the Audit Committee.

Investment Objectives

The primary objective of CACASA is to seek total return that exceeds the rate of inflation over the term of the investment vehicle with the minimum risk of losing principal.

Allocation

It is the goal of CACASA to maintain a portfolio of investment vehicles with staggered or laddered dates of maturity.

CACASA aims to have an asset allocation model consisting of investments between \$25,000 to \$75,000.

The Statement of Investment Guidelines and Objectives will be reviewed by the Finance Committee annually. The investment account will be reviewed and rebalanced once a year by the Finance Committee and presented to the Board of Directors on an annual basis.

GUIDELINE: SENIORITY

Seniority shall be determined by years of active member service in the Association. County Agricultural Commissioners and/or County Sealers of Weights and Measures who leave active service and then return will be placed in the appropriate position on the seniority ladder based upon a calculation of their total years of service, omitting the period when they were not appointed. Their original appointment date will be listed with an asterisk in the "Appointed" column. Their most recent appointment date will be listed behind the name of their current county.

GUIDELINE: SPECIAL ACHIEVEMENT AWARDS *(Revised October 10, 2013)*

PURPOSE

This award shall be given in recognition of exceptional participation, directly or indirectly performed, by Association members or non-members that resulted in the achievement of mutual objectives of this Association and/or affiliated agencies and county offices.

GUIDELINES

1. The Association President is responsible for appointing the Special Awards Committee which should include at least one past recipient.
2. All nominations are to be made to the Personnel Standards chairperson in writing and the final determination regarding the award recipient will be made by the Special Awards Committee.
3. The Special Awards Committee should not feel limited to the criteria listed below. Rather, the Committee is encouraged to consider attributes along with these in approving the Special Award nominee(s).
 - a. Has the nominee made an outstanding contribution to Weights and Measures, Agriculture, County or State Government in California, i.e., legislative work or trend setting enforcement effort?
 - b. Service above and beyond what is normally expected such as: long service to the association, multiple years as president, secretary, etc.
 - c. Someone whose actions bring credit and recognition to our profession.
 - d. Someone who continually strives to achieve good, honest enforcement and public service.
 - e. Someone whose personality and leadership style created and maintained a cohesive organization.
4. Only those persons meeting at least two sections of criteria 'a' through 'e' shall be nominated to receive a special award.

SPECIAL ACHIEVEMENT AWARDS CALENDAR

DUE DATES:

- | | |
|-------------------|---|
| October 15 | Chair of Personnel Standards Committee is responsible for ensuring the Announcement and Nomination Forms are distributed to all CACASA members and to the liaisons of CDFA, and CDPR by this date. |
| March 15 | All nominations are to be submitted, by this date, to the Chair of Personnel Standards using the Nomination Forms as provided in the CACASA Handbook (pg 44 & 45). |
| April 30 | Chair of Personnel Standards will appoint a member from each Regional Association (<i>who may or may not be a member of the Personnel Standards committee</i>) to serve on the Nomination Review Panel. The Review Panel shall also include a representative from CDFA and CDPR (<i>may or may not be the liaison</i>). |
| Pre-Conf. Meeting | The Nomination Review Panel shall meet prior to the Annual Spring Conference to review the nominations and make a recommendation for approval or disapproval. The Panel's recommendation and all forms shall |

be then forwarded to the Chair of Personnel Standards.

- Annual Conf. The Chair of Personnel Standards shall be responsible to report all final recommended award nominees to the CACASA Board of Directors.
- Invitation(s) The CACASA President shall send letter(s) of invitation to the recipient(s) 45 days prior to the opening session of the Board of Directors at the Winter Meeting.
- Award The award(s) shall be of suitable design and construction as to appropriately recognize the outstanding recipient of the year statewide. The recognition may be a plaque dedicated to the individual or team.
- Winter Meeting Presentation of awards; the Chair of Personnel Standards shall coordinate presentations with CACASA, CDFA, and CDPR. * *The Chair of Personnel Standards shall be an ex-officio member of any subcommittee or panel formed for the purpose of considering awards by CACASA for special achievement, unless appointed by his/her respective Regional Association to be their representative.*

SPECIAL ACHIEVEMENT AWARDS

NOMINATION FORM AND INSTRUCTIONS

Due March 15, [insert year]

NOMINEES NAME(S) _____

Job Title _____

Organization _____

Address _____

Work Phone _____

PLEASE complete this form with as much detail as you can so that the selection committee has sufficient information to evaluate your nominee(s):

- Professional career accomplishments
- Contributions to government and public service
- Demonstrated leadership qualities
- Personal development and/or career preparation

Attach additional sheets if necessary, but limit the statement to 500 words.

1. Describe nominee(s) current position, stating the level of responsibility, length of service, and if applicable number of persons supervised, etc.
2. Highlight the nominee(s) professional background. If applicable include their unique professional accomplishments and career progression.
3. List some of his/her/their specific contributions to the betterment of government and/or regulatory agriculture.
4. Describe the leadership roles assumed by the nominee(s).
5. Please make a personal statement about your nominee(s). Attach additional sheets if necessary.

NOMINATOR'S NAME: _____

Job Title _____

Address _____

Work Phone _____

Home Phone _____

Signature _____

DEADLINE – MARCH 15, [insert year]

**MAIL TO: CACASA Accomplishment Recognition
c/o Executive Secretary**

GUIDELINE: SPECIAL ASSESSMENTS - REGIONAL ASSOCIATION

Special assessments per the Bylaws may be established for any use consistent with the stated purpose of this Association and shall be established with a 2/3 vote of the active members meeting in general assembly during the Secretary/Director's Conference. Special assessments are adopted at this time so that the individual members and regional associations may include them in their respective budgets for the upcoming fiscal year. Special assessments shall continue year-to-year unless terminated by a vote of the Board.

When special assessments are made on a regional association, they shall be used to offset expenses incurred by CACASA members from the Regional Association acting on behalf of the Association.

Reimbursements of member expenses shall be made, up to the limit established, upon submittal of an invoice detailing the expenses as specified in the Expense Reimbursement guideline. Invoices should be submitted for the full cost incurred so that the Association may make adjustments in the assessment if necessary.

Special assessments will be included in the CACASA budget as separate line items in revenue and appropriations.

Note: *The only special assessment currently levied is for the Washington DC trip, in the amount of \$500. This assessment was established on May 1, 2006 during the Finance Committee meeting. This guideline and the Bylaws specify a process different from the one that established this assessment. However, this assessment remains valid and is confirmed when the budget is adopted.*

Finance Committee Minutes excerpt:

"It was generally agreed that the Association should track the full cost of sending delegations to WDC and not just receive a partial billing and accounting. The Area Groups should each contribute \$500 each fiscal year directly to CACASA. The Executive Secretary will list the Area Group contributions as an Association revenue line item in the CACASA budget. If an Area Group does not have a member traveling to WDC in a particular fiscal year, their \$500 contribution will be carried forward to the next fiscal year. The member traveling to WDC will only need to provide a single invoice to CACASA and not their Area Group."



CACASA Washington, D.C. Delegation Guidelines

Participation in the CACASA Washington, D.C. Delegation is a commitment of time and resources on behalf of the CACASA membership. Those that have attended in the past, realize this trip takes substantial work, but at the same time we endeavor to strengthen our relationships amongst CAC's/Sealers as well as with our federal officials and representatives. This program has been popular with CACASA and our desire is to give members the experience and opportunity to participate. Represented Counties have typically partially funded Commissioner/Sealer participation on the trip; however, this is not a limiting factor.

The CACASA President in conjunction with the President Elect will appoint a Washington D.C. Delegation Chairperson no later than 30 days after the conclusion of the Association's annual conference, with a two-year term.

Decision/Recommendation for participating delegates will be made by:

- CACASA President
- CACASA President Elect
- D.C. Chairperson, with consultation of the Association's Legislative Chairperson, Federal Advocate and Executive Director

CACASA guidelines for selecting delegates to represent the association in Washington, D.C.

1. Pertinent/priority issues at the federal/state level
2. Make-up of Congress (Members with jurisdiction on pertinent/priority issues)
3. Individuals respective abilities/skills/motivation to represent the association
4. Balancing experienced Association leadership while encouraging the participation of first time delegates
5. Equity among Area Groups – the association will strive to include at least one delegate from each area group and will consider all area group recommendations for participation.
6. Existing CAC/Sealer – Congressional Member relationships

Selected delegates will be notified by the DC Chairperson or CACASA President in a timely manner so that arrangements can be made by the delegate. It is important to monitor and track all expenses associated with this trip. This includes both the costs reimbursed by CACASA and any costs passed on to your county. CACASA currently maintains a budget of \$12,000 for this event.

Guideline approved 3/26/18

The background of the page features a large, semi-transparent watermark of the California Agricultural Seal. The seal consists of a yellow map of California on the left and a circular emblem on the right. The emblem contains a sun with rays, a sheaf of wheat, and a pair of scales. The text "MEMORANDUMS OF UNDERSTANDING" is centered over the seal.

**MEMORANDUMS
OF
UNDERSTANDING**

Compiled by:

California Agricultural Commissioners
and Sealers Association
(Updated: February 2023)

AGREEMENT FOR ATTAINING MUTUAL OBJECTIVES (7/31/12)

between

California Agricultural Commissioners and Sealers Association (CACASA)
California Department of Food and Agriculture (CDFA)
California Department of Pesticide Regulation (CDPR)

CACASA, CDFA, and CDPR have mutual objectives to protect human health, food systems, and the environment while promoting agriculture, business and equity in the marketplace.

COMMUNICATION

Communication is essential to effective and efficient cooperation between CACASA, CDFA, and CDPR. To be of value, information must reach the appropriate agency as promptly as possible.

1. Prepared News Releases

- (a) The mutual goal is to provide for timely reviews of news releases that impact each state and county agency's programs.
- (b) CDFA and CDPR news releases that may impact a specific county will first be reviewed with the county official. Consideration should be given to whether the county may receive media inquiries. Note: Some news releases may be released prior to review due to the circumstances of the release.
- (c) CDFA and CDPR news releases impacting county agricultural commissioners or sealers in general will be reviewed with the CACASA Executive Board prior to release. Note: Some news releases may be released prior to review due to the circumstances of the release.
- (d) CACASA/county news releases impacting CDFA or CDPR will be reviewed with the state officials involved prior to release. Note: Some news releases may be released prior to review due to circumstances of the release.
- (e) Copies of CDFA/CDPR news releases will be sent to all county, state, and federal agencies involved.
- (f) Copies of county news releases will be sent to CDFA and CDPR with recommendations for distribution if appropriate for distribution.
- (g) Participation of all involved agencies and other state departments will be acknowledged in all releases.

2. Websites

- (a) CDFA, CDPR, and CACASA will provide a link to each other agency's site with a brief

description of the agency's responsibility.

- (b) In order to keep websites current and accurate, content will be reviewed and updated as needed, but no less often than every four months.
- (c) When content is changed on one website which may relate to content on other party's sites, these changes will be communicated to the other two partners

3. Newsletters

- (a) Will not be used as the sole means to disseminate state, CACASA, or county policies or procedures.
- (b) Will be distributed to appropriate state and county officials in a timely manner.

4. Correspondence

- (a) Correspondence, emails and text messages requiring a response will be acknowledged as promptly as possible. "Reply all" should not be used unless appropriate for the situation or when the party replying has a comment that they feel may be beneficial to others.
- (b) Copies of any official electronic correspondence will be sent to all involved state and county offices.

5. Telephone

- (a) Telephone calls concerning policy, procedure, process, and commitments will be confirmed by letter or email when requested.

6. Personal Contacts

- (a) Official contacts involving CDFA/CDPR and county personnel, or meetings to discuss issues and concerns shall be by appointment. The purpose shall be described in advance in such detail as to achieve maximum value from the official contact or meeting.
- (b) When requested, appropriate personnel shall represent CDFA/CDPR at regional CACASA meetings, notwithstanding mandatory travel and budget restrictions.
- (c) Each CDFA/CDPR representative should report work that has been accomplished during a visit to a county with the commissioner or sealer or appropriate county designee. This report should be in writing if unresolved issues are involved.
- (d) CDFA and CDPR will have an officially designated Liaison to represent the respective agencies with the CACASA Board who will attend all appropriate meetings to represent the Secretary and the Director, notwithstanding mandatory travel and budget restrictions.
- (e) When requested, appropriate personnel shall represent CACASA at CDFA/CDPR meetings, notwithstanding mandatory travel and budget restrictions.

7. Quarterly Meeting

- (a) Should involve appropriate representation from CACASA as determined by the President and appropriate representation from CDFA and CDPR as determined by the Secretary of CDFA and the Director of CDPR respectively.

8. Legislation

- (a) CACASA, CDFA, & CDPR will keep each other informed of their respective legislative

issues.

- (b) The decision to seek a solution to an issue or to modify existing statute, shall be vetted with each party to this agreement in order to avoid or reduce unintended consequences.
- (c) The “position” taken by CACASA, CDFA, or CDPR on any particular legislation shall be made known to each other when not prohibited.

9. Enforcement Actions

Whenever CDFA or CDPR staff takes an enforcement action in a county, they shall notify the agricultural commissioner or sealer in that county prior to the enforcement action being taken unless pre-notification is inappropriate given the circumstances. When pre-notification is inappropriate, the county agricultural commissioner shall be notified at the time the action is taken by CDFA or CDPR.

PUBLIC RELATIONS

The good image of CACASA, CDFA, and CDPR can be maintained by observing the following:

1. New CACASA, CDFA, and CDPR employees should receive training in public relations and effective communication.
2. New CDFA and CDPR employees who work with county officials will receive orientation on duties and functions of such officials.
3. New county employees performing work under a CDFA or CDPR program will receive orientation on duties and functions of CDFA and CDPR.
4. CDFA and CDPR will periodically provide an orientation to new Agricultural Commissioners and Sealers. The orientation will include introduction to each state agency’s vision, mission, goals, structure and appropriate staff.

MANAGEMENT

CACASA, CDFA, and CDPR recognize that high standards of management practice and conduct must govern performance of all those in the public trust.

1. Coordination

- (a) CACASA, CDFA, and CDPR should strive for uniform enforcement procedures.
- (b) Laws, regulations, policies, and procedures will be reviewed on a continuing basis by CACASA, CDFA, and CDPR.
- (c) CACASA, CDFA, and CDPR will each apprise the others of legislation under consideration which will directly or indirectly affect the work of the others.
- (d) To promote better understanding and uniformity among counties, appropriate CDFA/CDPR representatives should personally discuss problem areas concerning programs or activities of mutual interest with commissioners and sealers or their designees. Personal conflicts or problems will be resolved at the lowest possible level.

- (e) Liaisons represent the Secretary and Director and maintain effective, coordinated communication with counties. They shall keep CACASA/CDFA/CDPR informed of issues of mutual concern. They should receive copies of pertinent correspondence between the CDFA/CDPR and regional associations or individual counties.
- (f) Commissioner and sealer participation in association meetings and the uniform application of state laws is essential to attainment of mutual goals and is an obligation that should be considered an ethical requirement. Association meetings where matters of mutual interest are discussed shall have CDFA/CDPR representation.
- (g) CDFA and CDPR personnel will contact the chair of a CACASA regional area group or CACASA committee or the Association's secretary to place items on agendas. Liaisons should be briefed and information on these items should be circulated to commissioners/sealers, CDFA and CDPR as soon as practical prior to each meeting to achieve maximum value from discussions and to have appropriate staff attend the meetings.
- (h) Cooperative projects will be planned sufficiently in advance to permit adequate budget and workload assignments. Contingency plans will be developed for emergencies.
- (i) CDFA and CDPR, when requested, will provide timely assistance to counties in developing necessary budget information based on data maintained by the agency.
- (j) Whenever a CDFA/CDPR employee involved in a program of joint responsibility schedules work in a county, the commissioner or sealer will be notified in advance, except in those occasions where it is not appropriate.
- (k) The spokesperson should be determined ahead of time when state and county personnel are working together.
- (l) If a decision made by a commissioner or sealer involving interpretation of law or regulation is reversed by the CDFA/CDPR, it shall be thoroughly discussed with the commissioner or sealer involved prior to implementation.
- (m) Whenever a CDFA/CDPR/CACASA representative will make a public appearance, the commissioner or sealer in the county of the appearance will be notified in advance, except in those occasions where it is not appropriate.
- (n) If a CDFA/CDPR/CACASA representative contacts an elected official regarding a matter of mutual interest, the other party(ies) shall be notified if appropriate. This does not apply to individual commissioner/sealers representing the interests of their county.
- (o) CDFA/CDPR will invite CACASA representatives to participate in developing new programs and policies that impact County Agricultural Commissioners/Sealers to assure the inclusion of local issues.

2. Forms and Reports

- (a) In the interest of uniformity, counties will use state approved forms or report information in a format approved by CDFA or CDPR.
- (b) State supplied forms and reports will be reviewed periodically by CACASA, CDFA, and CDPR.
- (c) Adequate instructions will be provided with each form or report. Changes in the instructions will be agreed upon by CACASA and the agency involved.
- (d) New or revised forms will be reviewed with CACASA area groups and appropriate CACASA committees before adoption and, whenever possible, be put into use only at the beginning of a reporting period.
- (e) Before release, the CDFA/CDPR will review records carefully and will return them to

counties for clarification if obvious inconsistencies or errors are noted.

- (f) Upon request, and within budget constraints, the CDFA/CDPR will assist counties in developing and preparing forms and reports.
- (g) Commissioners and Sealers shall submit monthly reports on time. These reports shall be reviewed and approved by supervisory personnel.
- (h) Within budget constraints, counties will respond to special CDFA/CDPR requests for information in a timely manner.
- (i) Reports submitted by counties will be reviewed by state personnel and apparent errors and questions regarding the reports will be submitted to the counties in a timely manner. Likewise, Counties will submit revised or amended reports in a timely manner.

3. Management of Equipment

(a) CDFA and CDPR should:

- (1) Provide information on equipment being used in counties and recommend disposition of equipment that is unnecessary or outmoded.
- (2) Provide equipment recommendations for various functions, including minimum specifications and names of manufacturers.
- (3) Take leadership in testing and evaluating new techniques and equipment, and where practical, involve county personnel.

(b) The counties should:

- (1) Use recommended types of equipment.
- (2) Establish a maintenance and replacement program.

4. Manual of Administrative Procedures

(a) Manuals of policies, operating manuals, handbooks, procedural circulars, and administrative procedures will be maintained by the CDFA/CDPR and distributed to each county. Manuals will:

- (1) Define areas of responsibility.
- (2) Be in accord with established policy.
- (3) Standardize procedures, definitions, and equipment.
- (4) Provide interpretations and define lines of communications.
- (5) Define inspection, investigative, hearing, and courtroom conduct.
- (6) Be approved by appropriate CDFA/CDPR officials and other affected agencies.
- (7) Be reviewed as frequently as necessary.
- (8) Be amended promptly utilizing a format for new information to facilitate identifying, dating, and replacing amended pages.

5. Manual of Technical Weights and Measures Procedures and Instructions

(a) A complete manual of technical procedures and instructions will be developed and maintained by the CDFA and distributed to all state and county weights and measures officials.

(b) This manual will set forth technical procedures and instructions for:

- (1) Compressed Gases
- (2) Measuring devices
- (3) Weighing devices
- (4) Quantity control of packaged commodities

- (5) Electric measuring devices
- (6) Weighmaster and petroleum products
- (c) Technical procedures will be developed in cooperation with county weights and measures officials.
- (d) It is the responsibility of each weights and measures official to maintain and use this manual.

6. Pesticide Use Enforcement Program Standards Compendium

- (a) The Pesticide Use Enforcement Program Standards Compendium is a series of eight manuals that contain pesticide use enforcement directives, interpretations, recommendations, and expectations. The Compendium represents the Pesticide Use Enforcement Program's "standard operating procedures."
- (b) This manual will set forth technical procedures and instruction for:
 - (1) General Administration of the Pesticide Use Enforcement Program
 - (2) Laws and Regulations
 - (3) Restricted Materials and Permitting
 - (4) Inspection Procedures
 - (5) Investigation Procedures
 - (6) Enforcement Toolbox
 - (7) Hearings Sourcebook
 - (8) Guideline for Interpreting Pesticide Laws, Regulations, and Labeling
- (c) Technical procedures will be developed in cooperation with county pesticide use enforcement staff.
- (d) It is the responsibility of each county's pesticide use enforcement staff to maintain and use this manual.

PROFESSIONAL DEVELOPMENT

Professional Development is recognized as a necessary adjunct to proper performance of cooperative programs. CACASA members, CDFA, and CDPR have a joint obligation to their respective personnel to provide training in knowledge, skills, and attitudes to perform their duties efficiently and effectively. Major emphasis will be on technical and professional training pertaining to cooperative programs as listed in FAC §2282 and the duties specified in the Business and Professions Code.

1. Training Programs

- (a) Will be developed to meet specific needs.
- (b) Will be conducted by adequately trained personnel.
- (c) Will be evaluated to determine if needs have been met.
- (d) Will be coordinated within the CDFA/CDPR to permit appropriate scheduling.
- (e) Will include informal training and program reviews for specific functions at the county level.

2. Scheduling and Participation

- (a) A schedule of proposed formal training will be developed sufficiently in advance to permit necessary budgeting and other planning.

- (b) Training programs shall be scheduled at such locations so as to reduce total travel to a minimum.
 - (c) Personnel completing formal training programs may be issued an appropriate certificate.
 - (d) Review of updated information and instructions in the use of new technology by county personnel is encouraged on an informal ongoing basis.
3. Education and Professional Development
- (a) CACASA, CDFA, and CDPR will cooperatively develop and distribute information and brochures on job opportunities for employment within their respective agencies.
 - (b) State and county personnel are encouraged to participate in educational and in-service training programs to improve their technical, professional, and administrative qualifications.
 - (c) The CDFA/CDPR will review the licensing procedure and examinations periodically as needed to ensure they are kept current and lead to increased professionalism.

PROGRAM OBJECTIVES AND EFFECTIVENESS MEASURES

CACASA, CDFA, and CDPR recognize the need to establish evaluation techniques to measure the degree to which program objectives are being realized.

1. Program Objectives
- (a) CACASA, CDFA, and CDPR will develop short and long-term objectives for each cooperative program.
 - (b) Program effectiveness measures will be jointly established by CACASA, CDFA, and CDPR unless clearly specified by statute or regulation.
 - (c) Each county's program effectiveness will be reviewed periodically by the CDFA/CDPR and the affected commissioner or sealer. Necessary corrective action will be developed in consultation with the commissioner or sealer.
 - (d) Joint state-county program effectiveness will be reviewed periodically by the CACASA, CDFA, and CDPR. Necessary corrective action will be jointly developed.
2. Performance Standards
- (a) To achieve a high level of county service, performance surveys and evaluations will be conducted for each program using uniform guidelines and standards.
 - (b) In setting quantitative standards consideration will be given to differences in size, population, budget, personnel experience, county inspection frequency plan, and business activities of the various counties.
 - (c) All criteria for performance standards will be mutually reviewed periodically and revised when necessary. Changes in performance standards for each program shall be in writing and distributed to counties.
 - (d) Each county's performance will be evaluated for those functions where standards have been established, but not compared with or to another specific county.
 - (e) Follow-up surveys and evaluations will be conducted to reevaluate a county's performance in substandard areas.

DISTRIBUTION OF THIS DOCUMENT

This document will be distributed to all personnel involved in implementation of this agreement.

ADOPTED August 16, 2012



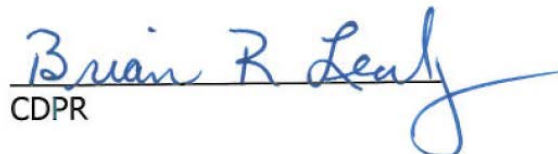
Louie Mendoza, President
CACASA

9/21/2012
Date



CDFA

8/13/12
Date



CDPR

9/19/2012
Date

Enforcement Action in the State of California

COOPERATIVE AGREEMENT BETWEEN THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION IX, THE CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION, AND THE CALIFORNIA AGRICULTURAL COMMISSIONERS AND SEALERS ASSOCIATION

The U. S. Environmental Protection Agency, Region IX, Pesticide Office (hereinafter U.S. EPA), The California Environmental Protection Agency, Department of Pesticide Regulation (hereinafter DPR), and The California Agricultural Commissioners and Sealers Association (hereinafter CACASA), in order to ensure a unified and coordinated program of pesticide episode reporting, investigation, and enforcement action in the State of California, hereby enter into this cooperative agreement.

I. DEFINITIONS

- A. "Episode" means any event, which appears to involve a violation of the pesticide use provisions of the Federal Insecticide, Fungicide, and Rodenticide Act (hereinafter FIFRA), or potential or actual illness, damage, harm, loss, or contamination where there is a reasonable possibility that the event could have resulted from the use or presence of a pesticide.
- B. "Priority Investigation" means the investigation of an episode that appears to meet one or more of the effects criteria listed in Appendix A of this agreement.

II. LEGAL AUTHORITY

- A. U.S. EPA is responsible for administering and enforcing FIFRA, as amended (7 U. S. C. Section 136 et seq.)

FIFRA section 26 specifies that for the purposes of this Act, a State shall have primary enforcement responsibility for pesticide use violations (primacy) when the State has adopted and is implementing adequate use regulations or has entered into a cooperative agreement with U.S. EPA specific to pesticide enforcement.

FIFRA section 27 addresses failure of a State to assume enforcement of State pesticide regulations and authorizes U.S. EPA to override or rescind a grant of primacy in certain situations.

Appendix B, the Section 26/27 Final Interpretive Rule (published in the Federal Register on January 5, 1983), clarifies U. S. EPA's interpretation of FIFRA section 26 and FIFRA section 27 regarding procedures for issuing,

overseeing, and rescinding a State's primacy over pesticide use violations. The rule outlines under what conditions U. S. EPA may act upon pesticide use complaints.

FIFLA section 12(a)(2)(G) sets forth as an unlawful act the use of any federally registered pesticide in a manner inconsistent with its labeling.

FIFRA section 9(c)(3) and FIFRA section 14 provide for written warnings, and for civil and criminal penalties for violations of FIFRA provisions.

FIFRA section 23(a)(1) empowers the Administrator of U.S. EPA to "enter into cooperative agreements with States... to cooperate in the enforcement of this Act." The authority to enter into such agreements has been delegated to the Regional Administrators of U.S. EPA.

DPR and County Agricultural Commissioners (hereinafter CACs), are responsible for administering and enforcing the provisions of Division 6 and Division 7, of the California Food and Agricultural Code (hereinafter FAC) (FAC section 1 et seq.).

FAC section 12973 provides that "the use of any pesticide shall not conflict with labeling... which is delivered with the pesticide."

FAC section 12931 provides the Director of DPR shall make such investigations as are necessary for the full enforcement of Division 7, Chapter 2.

FAC section 11737 empowers the CACs to determine whether any person is operating any equipment or facility in violation of Division 7 of the FAC.

FAC section 482 empowers the Director of DPR to enter into cooperative agreements with CACASA for the purpose of enforcing Divisions 6 and 7.

Business and Professions Code (hereinafter B&P Code) sections 8616, 8616.4, and 8616.5 designates DPR and CACs as the lead in the investigation of the structural use of pesticides.

Health and Safety Code (hereinafter H&S Code) section 105200 authorizes the CAC to be involved in the investigation of illnesses suspected of being caused by pesticides.

III. COORDINATION

- A. Each party in this agreement will designate an individual whose function shall be to coordinate the activities set forth in this cooperative agreement.

B. Any party to this agreement may request a meeting for purposes of consulting by contacting the other parties to the agreement.

IV. EPISODE REFERRAL

U.S. EPA, DPR, and CACASA, by signing this document, each agree to promptly report, as outlined below, all episodes meeting or appearing to meet one or more of the priority investigation effects criteria listed in Appendix A (attached).

<u>Identifying Party</u>	<u>Will Notify</u>
U.S. EPA	DPR who will notify CAC
DPR	CAC and U.S. EPA
CAC	DPR who will notify U.S. EPA

V. INVESTIGATIONS

A. The party normally responsible for the investigation of an episode shall be the CAC where the event occurred. For episodes that involve more than one county, or where it is not appropriate for the CAC of occurrence to investigate, DPR will designate the agency that will conduct the investigation.

B. DPR will advise the CAC in the investigation upon request from the CAC. DPR may elect to become involved and/or take the lead role in an investigation after consulting with the CAC.

C. The U.S. EPA will assist, advise, or conduct investigations or inspections only after consulting with DPR and the involved CAC.

D. Priority investigations, will commence immediately, whenever possible, but in no event will the investigation commence later than three working days from the referral to the CAC.

E. The U.S. EPA may participate in at least one priority investigation per year in cooperation with DPR and CAC.

VI. INVESTIGATION REPORTS

A. The CAC conducting the field investigation will keep DPR apprised of the major developments in all priority investigations. DPR will, in turn, keep U.S. EPA apprised of the major developments in all priority investigations.

B. The reports and summaries, and any enforcement action resulting from any priority investigations, will be promptly filed with DPR, and the U.S.

EPA upon conclusion of the investigation. The investigative reports will contain all available evidence to support state and federal enforcement action when violations are indicated.

- C. DPR will provide the U.S. EPA with a summary report for each episode that resulted in a priority investigation. The manner in which the DPR will track and report on priority investigations is outlined in Section VIII - Implementation Plan.

VII. ENFORCEMENT

- A. Nothing in this agreement will preclude DPR and/or the CAC from undertaking any enforcement action with respect to any act that constitutes a violation of State law. Nothing in this agreement will preclude the U.S. EPA from undertaking any enforcement action with respect to any act that constitutes a violation of FIFRA
- B. The U.S. EPA will discuss with DPR and the CAC involved the appropriateness of initiating federal enforcement action against pesticide users alleged to be in violation of FIFRA section 12(a)(2)(G). Any enforcement action that may be taken by the U.S. EPA will conform to the guidance of the Final Interpretive Rule pertaining to State primacy for use enforcement responsibility.

VIII. IMPLEMENTATION PLAN

- A. When DPR learns of an episode that appears to meet one or more of the priority investigation effects criteria, it will complete the Pesticide Episode Notification Record (Appendix C) and send it to the U.S. EPA, the CAC, and other agencies as appropriate as soon as possible.
- B. Within 15 days of receipt of the Pesticide Episode Notification Record, DPR will prepare an updated report of the CAC's preliminary findings and forward it to U S. EPA. This report should include an update of the initial information reported, the CAC's projected completion date of the investigation, any suspected violations that contributed to the episode, and any contemplated enforcement action.
- C. U. S. EPA will notify DPR of episodes for which additional status updates are desired. DPR, in cooperation with the CACs, will provide either oral or written updates of the investigation findings, suspected violations, and contemplated enforcement actions, including penalty amounts under consideration. The frequency of the additional updates will be mutually agreed upon by U. S. EPA, DPR, and CAC on a case-by-case basis and will depend, in part, upon how the investigation is proceeding.
- D. The CAC shall submit the completed investigation report; including all

supporting documents, to DPR within 45 days of completion of the investigation. DPR will provide a final Pesticide Episode Investigation Report summarizing the CAC's findings and enforcement action to the U.S. EPA within 30 days of receipt of the completed investigation. The report form may be submitted indicating pending enforcement action.

IX. DISPUTE AND CONFLICT RESOLUTION

It is the desire of all parties to establish a speedy, efficient, and informal method for the resolution of conflicts. In the event of a disagreement about the interpretation or implementation of any section of this agreement, that cannot be resolved informally, a joint meeting of the Manager of the Pesticides Office of U.S. EPA Region 9, the DPR Enforcement Branch Chief and the CAC involved, will be convened to resolve the conflict. If the conflict is not resolved at this level, the issue will be elevated to the next level of management at U.S. EPA and DPR.

X. TERMS

This cooperative agreement, when accepted by all parties, will be valid until modified or terminated. This cooperative agreement may be modified, at any time, by the mutual written consent of all parties, or terminated by any party upon a 30-day advance written notice to the other parties. Any party may initiate a review of the agreement, for the purpose of modification, at any time,

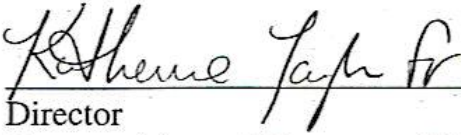
XI. PROGRAM EVALUATION

The U.S. EPA and DPR will review Pesticide Episode Notification Records, 15-day Reports, Final Pesticide Investigation Reports and other available summary information periodically through the year. The focus of this evaluation will be on investigative techniques and resultant enforcement action to assure U.S. EPA that the State is meeting the requirements of Section 26 of FIRFA. The U. S. EPA may request a copy of the complete investigation and/or inspection file for any episode. U. S. EPA may also review DPR county oversight activities when appropriate.


XII. REVIEW

Annually, DPR will initiate a meeting of U.S. EPA, DPR, and CACASA to review the performance of all parties to the agreement and discuss issues pertaining to the agreement and any desired modifications.

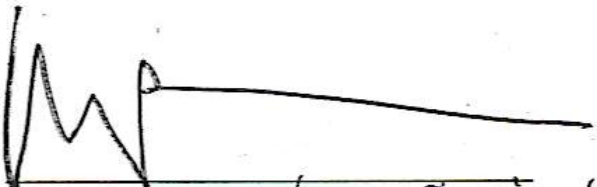
FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Date: 04/12/05 Approved: 
Director
Communities and Ecosystems Division

FOR THE CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

Date: 04/25/05 Approved: 
Director

FOR THE CALIFORNIA AGRICULTURAL COMMISSIONERS AND SEALERS ASSOCIATION

Date: April 22, 2005 Approved: 
President Mark P. Quisenberry

Appendix A

PRIORITY INVESTIGATION EFFECTS CRITERIA

HUMAN EFFECTS Death, serious injury or illness (any injury or illness requiring hospital admission as ‘inpatient status’) or any single injury or illness episode involving five or more persons. Investigations of suicides and suicide attempts shall follow procedures outlined in the DPR Investigation Procedures Manual.

ENVIRONMENTAL EFFECTS

Water Contamination of drinking water supply affecting 10 or more households.

Air Contamination of air resulting in issuance of a recommendation by a representative of a legally authorized agency to evacuate five or more persons.

Land Contamination of land or soil resulting in one-half (1/2) acre or more not usable for intended purposes for one year or more.

Animals and

Wildlife Any episode with an associated level of mortality, estimated by an appropriate agency or official, that exceeds the following:

Non-target birds - 50

Non-target fish - 500

Listed endangered or threatened species - 1

(to be determined on a case by case basis as described under the SPECIAL INCIDENTS section of this document.)

Domesticated, game, or other non-target animals - 5

ECONOMIC LOSS Damage to any property, equipment, or livestock (including bees) that is estimated to represent a \$20,000 loss, or 20% crop yield loss (whichever is appropriate).

SPECIAL INCIDENTS

Episodes occurring within Oregon, Nevada, Arizona, or tribal land that have effects in California that meet priority criteria. Episodes occurring within California that have effects in Oregon, Nevada, Arizona, or tribal land that meet applicable priority criteria. The appropriate agency to investigate these special incidents shall be determined pursuant to Section V, INVESTIGATIONS, paragraph A of this agreement. Investigations of these special incidents shall follow procedures outlined in the DPR Investigation Procedures Manual.

Any pest control equipment accidents that occur while handling pesticides and

result in serious injury or illness, death, environmental effects, or economic loss (not including the involved equipment) exceeding the amounts shown above. Investigation of accidents shall follow procedures outlined in the DPR Investigation Procedures Manual.

Any episode, including those involving endangered species, which through discussion between the three parties of this agreement is determined to be of high priority.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
DEPARTMENT OF FISH AND GAME,
THE DEPARTMENT OF PESTICIDE REGULATION AND
THE CALIFORNIA AGRICULTURAL COMMISSIONERS AND
SEALERS ASSOCIATION

Ensure that Pesticides registered in California are used in a manner that protects non-target fish and wildlife resources

BACKGROUND

The Department of Fish and Game (DFG), the Department of Pesticide Regulation (DPR), and the County Agricultural Commissioners (CAC.s) have responsibilities relating to the protection of fish and wildlife resources and the protection of the environment from the potentially adverse effects of pesticides. The three parties believe that the State will benefit by a unified and cooperative program to assure the protection of fish and wildlife and the environment related to the use of pesticides.

The purpose of this Memorandum of Understanding (MOU) between DFG, DPR, and the California Agricultural Commissioners and Sealers Association (CACASA) is to ensure that pesticides registered in California are used in a manner that protects non-target fish and wildlife resources while recognizing the need for pest control.

SCOPE

This MOU is intended to assure that the respective authorities of DFG, DPR, and CACs relative to the protection of fish and wildlife resources from the potential adverse impacts of pesticides will be exercised in a coordinated and cohesive manner designed to eliminate overlap of activities, duplication of effort and inconsistency of action to the benefit of the public, regulated industry. DFG, DPR, and CACs. To that end, this MOU establishes principles of agreement regarding activities of the signatory parties, identifies primary areas of responsibility and authority between the departments, provides methods and mechanisms necessary to assure ongoing coordination of activities relative to such purposes, and outlines a process for the resolution of interagency conflicts. This MOU also describes how the agencies will work cooperatively to achieve the goals of the respective departments.

STATUTORY AUTHORITIES

The DFG is the lead agency for protecting, conserving, and perpetuating fish and wildlife resources in California. The DFG manages all fish, wildlife, and plant resources and the habitats upon which they depend for their ecological values and their use and enjoyment by the public. Sections 1301, 1600, 1700, 1900, and 2701 of the Fish and Game Code (FGC) list specific authorities and policies associated with the management of fish and wildlife resources in California by DFG, including threatened and endangered species of fish, wildlife, and plants. DPR is the lead agency for pesticide regulatory in California. The Food and Agricultural Code (FAC), as amended by the 1991 .Governors Reorganization Plan No 1. charges DPR with the responsibility of regulating pesticides for the protection of public health and the environment. Divisions 6 and 7 of FAC are the statutory authority for regulating the

registration, sale, and use of pesticides.

The Director of DPR is responsible for enforcing Division 6 and specific portions of 7, and the regulations which are issued pursuant to them. FAC Section 11501 states that one of the purposes of Division 6 (Pest Control Operation) and Chapters 1-3.5 of Division 7 (Agricultural Chemicals) is to protect the environment from harmful pesticides by prohibiting, regulating, or controlling their uses. Section 14102 FAC requires that the Director consider the effect of all pesticides upon the environment and take whatever steps are deemed necessary to protect the environment. Section 14103 FAC states that in establishing criteria or regulations relating to environmental injury and protection the Director shall consult with representatives from several agencies, including DFU for fish and wildlife resources.

The local administration of DPR's pesticide regulatory program is the responsibility of the CACs with coordination and training provided by DPR. The CACs enforce pesticide laws and regulations and evaluate permit requests for the use of restricted pesticides. In addition, the CACs monitor and inspect pesticide handling and use operations, investigate suspected pesticide misuse, and take enforcement action against violators.

PRINCIPLES OF AGREEMENT

The DFG, DPR, and the CACASA agree that the use of certain pesticides may present a hazard to non-target fish and wildlife resources. In order to provide for better protection of fish and wildlife resources, DFG, DPR, and the CACASA mutually agree to:

1. Implement a formal notification system of pesticide incident monitoring to ensure mutual awareness of injuries and deaths on non-target fish and wildlife resources attributable to pesticides and suspected violations of pesticide laws and regulations. Establish formal procedures for coordinating investigations of incidents involving the injury or death of non-target fish and wildlife resources. Coordinate enforcement actions when violations are found. Coordinate any laboratory analyses necessary for the investigation of injuries or deaths of non-target fish and wildlife resources.
2. Promote both technical and policy consultations concerning fish and wildlife, such as the Pesticide Advisory Committee, the Pesticide Registration and Evaluation Committee, the Endangered Species Advisory Group, and meetings, as well as through informal staff exchanges of information. The agencies will provide technical assistance to each other upon request. Share information on pesticide formulations and environmental fate and toxicity of pesticide active ingredients, inert ingredients and breakdown products.
 - A. A procedure will be established under which DPR will notify DFG of applications or registration of new products and notices of proposed and final registration decisions. A procedure will be established under which DPR will provide DFG with access to data and information on file with DPR. Procedures will be established to protect proprietary information.
 - B. A procedure will be established under which DFG will provide DPR with any information they receive or develop on potential adverse effects of pesticides proposed for registration or currently registered pesticides. DPR will review any such information and respond appropriately as outlined in FAC Sections 12825 and 12826, and in CCR Title 3 Sections 6220 and 6221.
3. For purposes of enforcing FGC Section 5650, the USC of an economic poison, as defined,

in FAC Section 12753, will not be considered a substance or material deleterious to fish, plant life, or bird life provided that the pesticide is used in full compliance with the label and any requirements established by the DPR or a CAC in the county where the application occurred.

4. DPR, in consultation with the Pesticide Investigations Unit of DFG, will:
 - A. Identify and regulate the use of economic poisons which may prove deleterious to non-target fish, plant life, or bird life when applied near or into waters of this state
 - B. Identify mitigation measures for pesticide uses which are found to be deleterious to non-target fish and wildlife resources which will be published and distributed to the CACs as best management practices (BMP) or incorporated into regulation; and
 - C. Review any significant losses or detrimental effects to non-target fish and wildlife resources which may still arise from the use of these economic poisons and revise the mitigation program as necessary.
5. Develop an implementation plan to describe in detail procedures to implement specific sections of this MOU.

DISPUTE AND CONFLICT RESOLUTION

It is the desire of the parties to establish a speedy, efficient, and informal method for the resolution of interagency conflicts. Conflicts between DFG, DFR, and CACs which cannot otherwise be informally resolved will be referred to the Director of DFG, the Director of DPR, and the president of the CACASA.

To assist the parties in resolving conflicts, one staff person will be appointed each by the Director of DFG, the Director of DPR and the president of CACASA representing the interests of the signatories of this MOU.

This MOU shall become effective upon the date of final signature and shall continue in effect until modified by the mutual consent of the parties or until terminated by any party upon a 30-day advance written notice to the other parties.

DEPARTMENT OF FISH AND GAME

Original Signed by Mr. Boyd Gibbons

Mr. Boyd Gibbons, Director

12/21/94

Date

DEPARTMENT OF PESTICIDE REGULATION

Original Signed by Mr. James W Wells

Mr. James W. Wells, Director

12/9/94

Date

CALIFORNIA AGRICULTURAL COMMISSIONERS AND
SEALERS ASSOCIATION

Original Signed by Mr. Gerald A. Benincasa

Mr. Gerald A. Benincasa, President

1/26/95

Date

LA CACASA FOR DISBURSEMENT OF RESIDUAL MILL ASSESSMENT FUNDS TO ENHANCE LOCAL PESTICIDE ENFORCEMENT PROGRAMS

BACKGROUND

The California Department of Pesticide Regulation (DPR) together with the County Agricultural Commissioners (CACs) protect human health and the environment by regulating pesticide sales and use and fostering reduced-risk pest management. To ensure compliance with the nation's toughest pesticide laws, California has the largest and best-trained enforcement organization in the country. Local use enforcement of pesticide laws and regulations is carried out at the local level through the County Agricultural Commissioners. CACs and their staffs have primary responsibility for local enforcement activities. The California Agricultural Commissioners and Sealers Association (CACASA) is the official representative body on behalf of the CACs and sealers (California Food and Agricultural Code [FAC] section 2003).

Funding for local pesticide field enforcement activities comes from four sources: pesticide mill assessment, locally generated fees and penalties, county general fund, and unclaimed gas tax. Mill assessment is a fee levied on the sale of pesticides sold for use in California. Under statute and regulation, DPR collects and distributes mill assessment to the counties as partial reimbursement for their cost of carrying out the pesticide enforcement program.

SCOPE

The purpose of this Memorandum of Understanding (MOU) between CACASA and the Los Angeles County Agricultural Commissioner (LACAC) is to establish the processes and procedures that shall be followed by the parties to this agreement relative to holding in trust, invoicing for work performed, and distribution and accounting of the CACs' residual mill assessments funds, which are to be used to support county initiatives that will enhance local county pesticide enforcement programs. This MOU is intended to establish the roles and responsibilities with which the respective authorities of CACASA and LACAC shall comply in carrying out the mutually agreed upon objectives associated with expenditures of residual mill assessment funds.

STATUTORY AND REGULATORY AUTHORITIES

DPR is mandated by California and federal law to protect human health and the environment by regulating pesticide sales and use and by fostering reduced-risk pest management. DPR's strict oversight includes extensive scientific product evaluation and registration as well as statewide licensing and certification of commercial applicators, dealers, and advisers. Field enforcement of regulations governing pesticide use is carried out by the CACs under DPR's supervision.

A significant portion of each county's funding for local pesticide field enforcement activities comes from mill assessment. Mill assessment is a fee levied on the sale of pesticides sold for use in California. Under statute and regulation, DPR collects and distributes mill assessment to the counties as partial reimbursement for their cost of carrying out the pesticide enforcement program.

All persons who are the first to sell DPR-registered pesticide products in California are assessed a mill (\$0.001) fee. This fee is established by statute and the rate is set through regulation. The current mill assessment rate is 21 mills, or \$0.021 per dollar of pesticides sold. Existing law requires DPR to reimburse counties (from the revenue collected from mill assessment) for the cost

incurred in enforcing FAC Division 6 (commencing with section 11401) and FAC Division 7, Chapter 2 (including section 12979, as enacted by Chapter 1200, Statutes of 1989), Chapter 3 (commencing with section 14001), Chapter 3.4 (commencing with section 14090), Chapter 3.5 (commencing with section 14010), and Chapter 7 (commencing with section 15201). The amount distributed to the counties equals the revenue derived from 7.6 mills of the total mill assessment revenue collected by DPR.

FAC section 12844 requires the Director of DPR and CACs to jointly develop regulations specifying the criteria to be used in allocating the mill assessment funds to the counties. These regulations are established in Title 3 California Code of Regulations (CCR) sections 6391 through 6396.

Title 3 CCR section 6396 (effective February 11, 2006) was established to provide a mechanism for disbursement of mill funds remaining after the application of CCR section 6395, minimum reimbursement (CAC baseline amount). CCR section 6396 provides that any, or all, of the residual funds may be allocated for support of restricted-materials permitting and reporting system activities or any other program element mutually agreed upon by the DPR Director and CACASA. Remaining residual funds not specifically agreed upon may be distributed proportionately to each county pursuant to the criteria in CCR section 6393 or be deposited into a trust account for use in funding future projects.

PRINCIPLES OF AGREEMENT

LACAC will hold in trust residual mill assessment funds that have been distributed to LACAC by DPR for future disbursement to CAC members of CACASA. As stipulated in the March 30, 2006, letter from CACASA to the Director of DPR (Attachment A) and as amended by the May 24, 2006, letter of proposed changes from CACASA to DPR (Attachment B) and the May 25, 2006, letter of acceptance from DPR to CACASA (Attachment C), CACASA will, in regard to the residual 2005 mill assessment funds, designate project-manager counties (PMCs) to collaborate with DPR to secure mutually beneficial program enhancements that will result in improved pesticide use enforcement programs. Thereafter, in regard to residual mill funds for each year following 2005, project proposals, evaluations of proposals, disbursement approvals, and directives for disbursement will be in accordance with the Protocol for Residual Mill-Funded Activities to Enhance County Pesticide Enforcement Programs approved and adopted by CACASA (Attachment D).

In accordance with CCR section 6396, the CACASA President will annually send a letter to the DPR Director requesting acceptance of proposed county projects and initiatives to be supported by the residual mill funds. Residual mill assessment funds dedicated to these county projects and initiatives will be held in trust by LACAC for future disbursement as directed by the mutual agreement of the designated PMC, CACASA President, and DPR Director. The appointed CAC for the designated PMC, the CACASA President, and the DPR Enforcement Branch Chief will be authorized to request disbursement.

A formal letter of authorization to disburse funds from the trust account will be sent from the CACASA President to the Los Angeles County Agricultural Commissioner, bearing each of the appropriate authorized signatures of the appointed CAC for the designated PMC, the DPR Enforcement Branch Chief, and the CACASA President. Receipt of such letter by the LACAC will be required to issue a warrant for payment from the related trust account.

LACAC agrees to:

1. Hold in trust the designated residual mill fund money and administer payments from the trust account for use as specified in this agreement and in Attachments A, B, C and D.
2. Follow acceptable administrative and accounting practices.
3. Provide a quarterly accounting report to CACASA and DPR of all expenditures from the trust account.
4. Immediately inform the CACASA President whenever there exists a discrepancy in the trust fund balance.

CACASA agrees to:

1. Coordinate with DPR and PMCs to monitor and evaluate county project implementation, ongoing project status, and associated funding requests for the annually agreed upon projects and initiatives between DPR and CACASA.
2. Provide LACAC with timely notification of authorization for residual mill fund disbursement and appropriate documentation of approval and directives for such disbursements in accordance with this agreement and Attachments A, B, C, and D.

INDEMNIFICATION

To the extent allowable by law, each party to this MOU hereby agrees to hold harmless each and one another and the respective agencies, officers, agents and employees of each from any liability imposed for injury or damage to property caused by any act or omission arising out of the performance of this MOU by any party, but only in proportion to, and to the extent that, such liability arises as a result of the negligence or willful misconduct of the party, its agencies, officers, agents, and/or employees or anyone acting under the party's direction or control or on the respective party's own behalf.

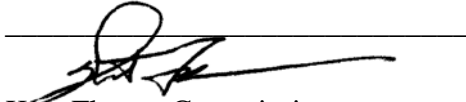
INSURANCE

Both parties shall maintain proof of an adequate insurance policy and/or self-insurance through the term of the MOU.

This MOU shall become effective upon the date of final signature and shall continue in effect until modified by the mutual written consent of the parties or until terminated by any party upon a thirty-day advance written notice to the other party.

SIGNATORIES

Los Angeles County Agricultural Commissioner

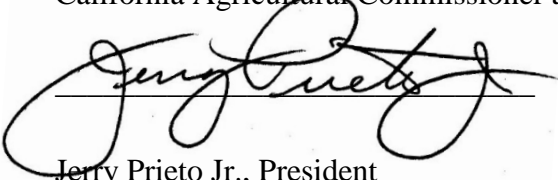


Kurt Floren, Commissioner

June 7, 2006

Date

California Agricultural Commissioner and Sealers Association



Jerry Prieto Jr., President

June 7, 2006

Date

Contact CACASA's Executive Secretary for Attachments A - C

**California Code of Regulations Section 6396
Protocol for Residual Mill-Funded Activities to
Enhance County Pesticide Enforcement Programs**

California Code of Regulations (CCR) section 6396 (effective February 11, 2006) was established to provide a mechanism for disbursement of the mill funds remaining after the application of CCR section 6395, minimum reimbursement (county agricultural commissioner baseline amount). CCR section 6396 provides that any, or all, of the residual funds may be allocated for support of restricted-materials permitting and reporting system activities, or any other program element mutually agreed upon by the Director of the Department of Pesticide Regulation (DPR) and the California Agricultural Commissioners and Sealers Association (CACASA). Remaining residual funds not specifically agreed upon may be distributed proportionately to each county pursuant to the criteria in CCR section 6393 or deposited into a county trust account, as designated by CACASA, for county projects and initiatives. The following protocol outlines the time lines for facilitating commissioner proposals for residual-funded activities.

1. April
Mill disbursement to the counties is made including residual funds.

2. CACASA Spring Conference (May)
DPR and CACASA will discuss and consider joint program priorities for funding projects to begin the following July. These areas have been generally identified and include, but are not limited to:
 - a. Staffing to augment local enforcement programs in a county.
 - b. Pesticide safety training for applicators and outreach for the general public.
 - c. Staffing to support multiple counties.
 - d. Specific project proposals by individual counties.

CACs will receive instructions for the development of project proposals from the Pesticide Regulatory Affairs Committee (PRAC) Chair. All proposals should be forwarded to the PRAC Chair. All projects shall be submitted no later than two weeks prior to the fall interim meeting. The Chair will forward proposals to PRAC's mill subcommittee for review and consideration for funding. DPR and designated project counties will report on ongoing projects.

3. CACASA Interim Meeting (August)
PRAC's mill subcommittee will discuss:
 - a. Project proposals received for the following year, and will begin review and prioritization for recommendation at the Winter Conference.
 - b. Project-manager counties will report on the programmatic and fiscal status of residual-fund projects.

4. CACASA Winter Conference (November)
Topics of discussion will be:
 - a. The PRAC's mill subcommittee recommendations for approval of projects by CACASA Board of Directors.
 - b. Preliminary report on residual mill fund estimate for the current year issued by DPR.
5. January 1
The CACASA President will send a letter to the DPR Director recommending approval of projects to begin the following July. The letter must indicate the project scope, funding amount, and county for disbursement.
6. February 1
The DPR Director will send a response letter to the CACASA President on agreed-upon recommendations for the remaining residual-funded projects to begin July.
7. CACASA Interim Meeting (February)
 - a. Project-manager counties will report on the programmatic and fiscal status of ongoing projects.
 - b. A decision regarding the April 1 disbursement of residual funds will be made.
 - c. DPR will provide an update on the availability of residual mill funds for projects beginning in July of the following year.
8. March 1
The CACASA President will send a letter to the DPR Director recommending actions for the April 1 disbursement of residual funds.
9. March 15
The DPR Director will send a response letter to the CACASA President on agreed-upon recommendations for the disbursement of residual funds.
10. April 1
Mill and residual funds will be disbursed to the counties.
11. REPEAT PROCESS.

MEMORANDUM OF UNDERSTANDING

AMONG

THE UNITED STATES POSTAL SERVICE

AND

**THE UNITED STATES DEPARTMENT OF AGRICULTURE,
ANIMAL AND PLANT HEALTH INSPECTION SERVICE**

AND

THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

AND

**THE CALIFORNIA AGRICULTURAL COMMISSIONERS
AND SEALERS ASSOCIATION**

I. INTRODUCTION

A. PARTIES

The parties to this Agreement are the United States Postal Service (USPS) and the United States Postal Inspection Service, (collectively the United States Postal Service), the United States Department of Agriculture (USDA) Animal and Plant Health Inspection Service (APHIS), the California Department of Food and Agriculture (CDFA), and the California Agricultural Commissioners and Sealers Association (CACASA).

B. RECOGNITION OF NEED

Accidental and intentional introduction of exotic and invasive pests pose a threat to California's environment and food production. Invasive species can decrease food production by affecting quality and yield, increase production costs by requiring more pesticide use, and are a threat to biological diversity. The risk of pests entering California poses a risk to the nation's food supply, and threatens sensitive ecosystems.

Plants and other agricultural items are commonly transported in parcels using the United States Postal Service.

C. AUTHORITY

1. Federal and State Regulations

The Animal and Plant Health Inspection Service (APHIS) of the United States Department of Agriculture (USDA) is responsible for preventing the introduction into, and the dissemination within the United States of plant pests. The Plant Protection Act, 7 U.S.C. §§ 7701-7786 (Public Law 106-580), the Terminal Inspection Act (7 U.S.C. § 7660), 39 U.S.C. § 3014, Nonmailable plants and 39 U.S.C. § 3015, Nonmailable plant pests and injurious animals, make it unlawful for anyone to mail a package through the USPS containing plants, plant products or plant pests unless the mailing conforms to APHIS regulations on the movement of such articles. The APHIS regulations governing movement of plant, plant products and plant pests are administered by the Plant Protection and Quarantine (PPQ) Programs of APHIS. Individual states may also impose restrictions consistent with federal restrictions. The California quarantine regulations (the California Code of Regulations and Food and Agriculture Codes) are administered by the California Department of Food and Agriculture (CDFA) and enforced by both CDFA and County Agricultural Commissioners and Sealers Association (CACASA).

II. PURPOSE

This Memorandum of Understanding (“Memorandum”) among the parties is entered into in order to implement an inspection and interdiction program in California, to be known as the California Mail Interdiction Program, and to establish guidelines by which the program will operate.

III. RESPONSIBILITIES AND SCOPE OF WORK

A. GENERAL

The parties agree to implement a program for the interdiction of U.S. Mail destined for delivery in the State of California which may contain plants, plant products or plant pests (hereinafter referred to as plant material), subject to Federal and State quarantine laws and agricultural pests of concern. The interdiction program will be conducted in addition to the terminal inspections currently performed by State or county agriculture inspectors.

1. USPS Roles and Responsibilities

The USPS will provide designated USDA/CDFA/CACASA employees access to all USPS facilities involved in the program. A list of approved facilities where California Mail Interdiction Program activities may be conducted by eligible dog teams is attached as Attachment A - Approved Locations. Facilities involved in the program may be added to or removed from the program during the period this Memorandum is in effect when agreed upon by all parties to this Memorandum. Based upon availability, USPS will provide office space for the detention and screening of parcels and parking at these facilities. Screening of mail by USDA/CDFA/CACASA employees will be restricted to those mail processing areas designated by the USPS. USPS will allow USDA/CDFA/CACASA staff to conduct package screening based on criteria

outlined in Section B(2), California Mail Interdiction Program-Parcel Screening. Designated Postal employees may be present during the screening process.

2. CACASA Roles and Responsibilities

CACASA staff will be designated as unpaid employees and cooperators of APHIS and will be trained by APHIS to screen parcels that may contain prohibited plant material. The packages selected by USDA/CDFR/CACASA employees will be subjected to detection canines trained to alert to plant material. USDA/CDFR/CACASA employees will open, examine, and handle parcels only in accordance with the terms and conditions outlined in Section B, California Mail Interdiction Program.

3. CDFR Roles and Responsibilities

CDFR staff will provide program oversight and guidance to qualified dog teams at designated USPS facilities. Qualification of each team operating in the program will be based on:

- (a) The ability of the team to correctly identify unmarked parcels containing agricultural product with at least 90% accuracy.
- (b) The team having successfully completed at least one Agricultural Canine Team Certification conducted by the USDA/NDDTC.

Program results will be analyzed on a quarterly, semiannual and annual basis to evaluate program effectiveness. Results of USPS inspection activities will be shared with APHIS. CDFR will provide USPS information for parcels found to be in violation of the Terminal Inspection Act, 7 U.S.C. § 7760 on a quarterly basis.

4. APHIS Roles and Responsibilities

APHIS staff will provide technical assistance and training to screen parcels that may contain prohibited material to designated USDA/CDFR/CACASA employees as needed. APHIS will provide designation as unpaid employees and cooperators of USDA to qualified CACASA staff. APHIS will be provided results of USPS inspection activities.

B. CALIFORNIA MAIL INTERDICTION PROGRAM

1. USPS Rules and Regulations

USPS rules and regulations governing the inspection of mail and mailing requirements for perishable goods, including plants and animals, are published in Publication 14, *Prohibitions and Restrictions on Mailing Animals, Plants and Related Matter*, August 2014.

2. General Inspection and Screening of Parcels

Parcels clearly identified as containing plant material will be segregated by USPS employees and placed in designated areas for agriculture inspection pursuant to the provisions of the Terminal Inspection Act, 7 U.S.C. § 7760, based on the following criteria:

- (a) Markings on the outside of the parcel that indicate the contents are plants or plant products;
- (b) Observing plant material contents not concealed from view by their original undamaged wrappings, i.e., contents which can be seen through the wrapping;
- (c) Leakage, odor, or other visual evidence which indicate the contents are plants or plant products.

3. Permissible Detention of Parcels

- (a) Parcels identified as containing plant material will be detained for agriculture inspections until the last dispatch time that will allow it to meet its service standard. Parcels that have not been inspected within this detention period will be dispatched for delivery by the USPS. A Postal Service manager or designee will ensure USDA/CDFFA/CACASA personnel have current and updated information with respect to dispatch times.
- (b) Parcels inspected by USDA/CDFFA/CACASA personnel that are determined not to contain plant material which is not subject to quarantine will be returned immediately to the mail processing operation to facilitate transportation to the next available dispatch.

4. Opening of Parcels

Parcels that are set aside for agriculture inspection may be opened under the following circumstances:

- (a) Standard B mail parcels may be opened without a Federal Search Warrant or the consent of the sender or addressee.
- (b) First Class, Priority Mail Express, and Priority Mail parcels may only be opened with the consent of the sender or the addressee, or incident to the issuance and execution of a Federal Search Warrant issued pursuant to Rule 41 of the Federal Rules of Criminal Procedure. Consent to open by the sender or addressee may be obtained by:
 - (1) Telephonic authorization. Such oral authorization shall be documented on an agreed upon format which contains, at a minimum, the individual granting permission; the date and time; and the USDA/CDFFA/CACASA employee.

- (2) A written statement provided by the sender or addressee.
- (3) A stamp, endorsement, or other marking on the parcel that expressly authorizes its opening for inspection (e.g., "Open for Inspection"). Any correspondence found therein may not be read unless specifically authorized by the Federal Search Warrant or expressly permitted by the consent of the sender or addressee.

5. Detention of Parcels

- (a) Parcels inspected by agriculture inspectors that are reasonably suspected of containing plant material subject to quarantine may be detained for an additional period of time reasonably necessary to resolve the quarantine issue. Generally, this period will be no longer than twenty-four (24) hours to allow agriculture inspectors time to obtain consent to open and inspect the mail or to obtain and execute a Federal Search Warrant, and to conduct an analysis of the contents.
- (b) When an agriculture inspector finds prohibited plant material, the prohibited material must be confiscated and destroyed. The parcel will be forwarded to the addressee with a copy of the Notice of Rejection letter. A Notice of Rejection or Violation will be sent to the sender of the parcel. Copies of the letters will be provided to the Postal supervisor in charge of the operation.

6. Parcel Screening/Interdiction

- (a) USDA/CDFR/CACASA employees will be given access to approved mail processing operations for the sole purpose of conducting a physical inspection of parcels. Based upon the established profile criteria outlined in 6(b) below, mail suspected of containing plant material may be subjected to a certified detection canine trained to identify plant material contents. If the canine alerts to a Standard B mail parcel, or any parcel marked with an "Open for Inspection" endorsement, the article may be opened and its contents inspected in accordance with the procedures prescribed by 4(a) and 4(b)(3) above. All other parcel mail (i.e., First Class, Priority Mail Express, and Priority Mail) identified by the detection canine as containing plant material may be detained by the procedures prescribed by 4(b) above for the purpose of obtaining consent or a Federal Search Warrant. The time limits for detaining a parcel for the purpose of obtaining a Federal Search Warrant are contained in Section 7, below.
- (b) USDA/CDFR/CACASA employees will identify parcels reasonably suspected of containing plant materials by applying several profile criteria. These criteria include, but are not limited to, the following:
 - (1) Areas designated by USDA/CDFR/CACASA as high risk for the mailing, delivery, or importation of plant materials, subject to quarantine inspection.

(2) Physical characteristics such as weight distribution of contents, smell or other physical factors indicative of plant material contents.

(3) Markings indicating the contents may be plant material such as “perishable” or “rush.”

7. Federal Search Warrant Procedures

(a) USDA/CDFCA/CACASA employees will first attempt to contact the sender or addressee of any parcel described in 4(b) for consent to open the parcel. If the sender or addressee cannot be contacted within a reasonable time, or after being contacted, refuses to consent to the opening and examination of the parcel, a Federal Search Warrant pursuant to Rule 41 of the Federal Rules of Criminal Procedure will be obtained by USDA/CDFCA/CACASA employees. In the event a sender or addressee refuses to give consent for the opening and inspection of the parcel, the contacting USDA/CDFCA/CACASA employee will advise the sender or addressee that the parcel will be seized and a Federal Search Warrant will be sought to search and if applicable, seize the contents.

(b) The subject mail will be detained in the area reserved for agriculture inspection until consent is obtained or the Federal Search Warrant is obtained and executed.

(c) If a Federal Search Warrant is needed, USDA/CDFCA/CACASA employees will prepare an Application and Affidavit for a Federal Search Warrant which includes the description of the parcel and the qualifications of the canine and handler. The Application and Affidavit for a Federal Search Warrant will be presented to an Assistant United States Attorney (AUSA) for review and clearance. After clearance by the AUSA, the USDA/CDFCA/CACASA employee or AUSA, depending upon local U.S. District Court procedures, will present the Application and Affidavit to the U.S. Magistrate-Judge. The Federal Search Warrant will be executed immediately after it is obtained. A copy of the Search Warrant and inventory will be provided to the Postal manager in charge of the facility. A return of the Search Warrant will be made to the issuing U.S. Magistrate-Judge.

(d) If an application is to be made for a Federal Search Warrant, the application through the AUSA will be made within twenty-four hours from the time the mail is detained. If the application cannot be made within this period for reasons outside of the control of the USDA/CDFCA/CACASA agent, i.e., unavailability of a Federal Magistrate, seizure made on a day/time when the United States District Court (USDC) is closed on subsequent days, etc., a Postal Inspector will be notified. Other than instances of this type, it is understood and agreed that U.S. mail for which a Federal Search Warrant is to be sought, cannot be detained for more than forty eight (48) hours.

(e) Contents of inspected parcels found to be in violation of quarantine laws will be disposed of in accordance with the procedures outlined in 5(b). Inspected parcels that do not contain prohibited material or other contraband will be handled in accordance with 3(b).

8. Controlled Substances/Other Contraband

Controlled substances or other contraband discovered by USDA/CDFR/CACASA employees during the inspection of contents will be turned over to Postal Inspectors for disposition.

C. GENERAL PROVISIONS

1. Statement of No Financial Obligation

Signature of this MOU does not constitute a financial obligation on the part of APHIS. Each signatory party is to use and manage its own funds in carrying out the purpose of this MOU. Transfers of funds or items of value is not authorized under this MOU.

2. Limitations of Commitment

This MOU and any continuation thereof shall be contingent upon the availability of funds appropriated to APHIS by the Congress of the United States. It is understood and agreed that any monies allocated for purposes covered by this MOU shall be expended in accordance with its terms, and the manner prescribed by the fiscal regulations and/or administrative policies of the party making the funds available. If fiscal resources are to transfer, a separate agreement must be developed by the parties

3. Liabilities

APHIS will hold the CDFR, CACASA and USPS harmless from any liability arising from the negligent act or omission of the APHIS officer or employee acting within the scope of his or her employment to the extent compensation is available pursuant to the Federal Tort Claims Act (FTCA), 28 USC 2671 et. seq., except to the extent that aforesaid liability arises from the negligent acts or omissions of the CDFR and CACASA, its employees, agents or subcontractors, and employees or agents of the subcontractor(s). Such relief shall be provided pursuant to the procedures set for in the FTCA and applicable regulations.

This Memorandum may be modified with supplemental written agreements signed by the parties and can be terminated in writing, in whole or in part, by any of the parties. This memorandum will become effective on the date the final signature is affixed hereto and is entered into with the limits of the statutory authority of the parties to the Memorandum. This Agreement may be executed in counter parts and be considered part of the whole Agreement. Signatures in a facsimile are valid as if originally signed. This memorandum may be terminated by any party by serving written notice upon the other parties, in writing, at least 30 days in advance of the date of termination.

Gregory Campbell

Gregory C. Campbell
Deputy Chief Postal Inspector
Western Field Operations
USPS

November 3, 2016
Date

Dean Grahholm

Dean Grahholm
Vice President - Pacific Area
USPS

November 3, 2016
Date

Kevin Shea

Kevin Shea
Administrator
USDA - APHIS

11/2/17
Date

Karen Ross

Karen Ross
Secretary - CDFA

11-21-16
Date

Cathy Fisher

Cathy Fisher
President - CACASA

11-7-16
Date

Attachment A – Approved Locations
(Revised April 13, 2016)

The following is a list of locations where eligible dog teams may conduct activities as outlined in the MOU:

Anaheim P&DC

5335 E. La Palma Ave.
Anaheim, CA 92899-9998

Fresno P&DC

1900 E Street
Fresno, CA 93706-2010

Industry P&DC

15421 Gale Ave.
City of Industry, CA 91715-9998

LA P&DC

7001 S. Central Ave.
Los Angeles, CA 90001

Oakland P&DC

1675 7th St.
Oakland, CA 94615-0002

Sacramento P&DC

3775 Industrial Blvd.
West Sacramento, CA 95799-0199

San Bernardino P&DC

1900 W. Redlands Blvd.
Redlands, CA 92373

San Francisco P&DC

1300 Evans Ave.
San Jose, CA 94124-9973

San Jose P&DC

1750 Lundy Ave.
San Jose, CA 95101-9001

Santa Clarita P&DC

28201 Franklin Parkway
Santa Clarita, CA 91383-9910

Sellers P&DC

11251 Rancho Carmel Dr.
San Diego, CA 92128

MEMORANDUM OF UNDERSTANDING

California Department of Food and Agriculture (CDFA)
California Agricultural Commissioners and Sealers Association (CACASA)

State-County Cooperative Nursery Inspection Program

The CDFA and County Agricultural Commissioners will maintain a uniform level of program commitment and inspection by fulfilling their respective responsibilities as specified in this Memorandum of Understanding.

The CDFA will allocate \$600,000 annually from the Agricultural Fund for disbursement to counties pursuant to nursery inspection contracts. In addition, any unused funds from the prior fiscal year nursery contracts will be added to the annual allocation for disbursement to counties.

Should available funding in the Agricultural Fund change significantly, CACASA and CDFA will review the existing standards and priorities contained within the Nursery Inspection Procedures Manual for appropriate modification.

RESPONSIBILITIES

The California Department of Food and Agriculture, pursuant to its statutory authority, shall:

1. Manage and maintain a current nursery licensing system, which shall include the current list of nurseries authorized to use a Nursery Stock Certificate.
2. Coordinate and supervise a uniform nursery inspection program.
3. Issue procedural guidelines for proper nursery inspection.
4. Assist with the training of county inspection personnel.
5. Publish lists of pests classified as to their importance.
6. As new information becomes available, develop improved methods for the control of nursery pests.
7. Distribute information on new and/or improved pest control methods and best management practices to nurseries in cooperation with the County Agricultural Commissioners.

8. Locate serious pests which may require eradication and/or quarantine action in cooperation with County Agricultural Commissioners,
9. Develop control and eradication procedures.
10. Develop a standard form for reporting nursery inspections conducted by the County Agricultural Commissioner.
11. Represent California as the State Certifying Agency for the Systems Approach to Nursery Certification (SANC) Program through the National Plant Board.

As a signatory to this MOU, CACASA shall represent the interests of the individual County Agricultural Commissioners as they:

1. Perform inspections as may be necessary to assure compliance with the laws, regulations, and contract requirements pertaining to nursery stock.
2. Train properly licensed county inspection personnel to ensure they perform effective nursery inspections.
3. Keep informed as to pest conditions in the nurseries in his/her county.
4. Keep nurseries advised of recommended methods of pest control, best management practices, applicable laws, regulations, and other requirements.
5. When necessary, enforce cleanliness standards in nurseries by abatement procedure in compliance with methods and definitions established by CDFA.
6. Maintain records and report enforcement activities to CDFA.
7. Certify the pest condition of nursery stock when required for sale or shipment.
8. Establish and implement agreements with other County Agricultural Commissioners for the movement of nursery stock within the state.
9. Investigate all complaints and take appropriate enforcement action regarding nursery products offered for sale or sold within the county.
10. Enforce nursery stock licensing requirement for all nursery operations within the county.

11. On behalf of CDFA and the National Plant Board, participating counties may conduct SANC certification duties when requested by industry. Once a participating County agrees to conduct SANC certification duties, the participating county shall conduct SANC certification duties when requested by CDFA, including inspections, risk assessments, issuance of certificates, and enforcement of provisions of a compliance agreement. Participating counties shall recover costs for conducting SANC duties through service fees.

This Memorandum of Understanding replaces the Memorandum of Understanding entitled, "State-County Cooperative Nursery Inspection Program", dated December 7, 2010.

This MOU will be reviewed annually by both signatories. It may be amended only by written mutual agreement of both parties.

Lisa Herbert, President
California Agricultural Commissioners and
Sealers Association

Date

Karen Ross, Secretary
California Department of Food and
Agriculture

Date



FS Agreement No. 19-MU-11052007-053

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
CALIFORNIA AGRICULTURAL COMMISSIONERS AND SEALERS
ASSOCIATION
And The
USDA, FOREST SERVICE
PACIFIC SOUTHWEST REGION

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the California Agricultural Commissioners and Sealers Association, hereinafter referred to as "CACASA," and the United States Department of Agriculture (USDA), Forest Service, Pacific Southwest Region, hereinafter referred to as the "U.S. Forest Service."

Background: This is a renewal agreement originally in place in 2011, agreement number 11-MU-11052007-302 and renewed in 2016, agreement number 16-MU-11052007-091.

Title: Limit Spread of Invasive Plant Species

I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties to cooperate in an effort to limit the introduction, establishment, and spread of invasive plant species, especially State-listed noxious weeds, throughout California in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The USDA Forest Service manages 20 million acres of land in the State of California for the betterment of all citizens. The members of CACASA are at the forefront of the effort to protect lands in California from the spread of invasive plant species. Jointly the parties will work to improve communication and coordination and forest effective and ongoing management of invasive plant species, especially State-listed noxious weeds, across National Forest System lands and county lands throughout the state.

In consideration of the above premises, the parties agree as follows:

III. The CACASA SHALL:

A. Encourage the Agricultural Commissioners in counties containing National Forest System lands to meet with the Forest Supervisors responsible for those lands



annually to discuss local invasive species issues and opportunities for cooperation in the prevention and control of invasive plants.

- B. Offer its experience and expertise to the USDA Forest Service in Integrated Pest Management (IPM) programs.
- C. Collaborate with the USDA Forest Service to achieve the continuity of implementation of the USDA Noxious Weed Strategy to the extent that control tasks are consistent across the National Forests and employ all elements of IPM.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Support and encourage the timely completion of Forest-wide or Forest-cluster environmental documents to implement an IPM-based approach to invasive species management.
- B. Continue to improve clarification on how to foster better communication between the partners.
- C. Provide National Environmental Policy Act (NEPA) guidance to assist the CACASA in engaging most effectively in project planning.
- D. Encourage the Forest Supervisors to meet annually with those Agricultural Commissioners whose jurisdictions share boundaries with the National Forest System lands they manage to discuss local invasive plant issues and opportunities for cooperation.
- E. As planned and funded, conduct appropriate environmental analyses and NEPA procedures along right-of-ways traversing National Forest System lands to control the spread of invasive plant species.
- F. Encourage the Forest Supervisors to utilize cooperative Early Detection and Rapid Response Program agreements with the local Agricultural Commissioners.
- G. Encourage the Forest Supervisors and the Agricultural Commissioners to share one-page annual reports with the CACASA and Forest Service Regional Office Program Manager Contacts.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. The parties shall meet regularly to facilitate open communication, share and establish priorities, and resolve conflicts.
- B. The CACASA and the Forest Supervisors are encouraged to meet annually to formulate a program of work for invasive species control.



- C. The CACASA and the Forest Regional Office employees (i.e. the Regional Invasive Species Issues Team [RISIT] and the Regional Office Invasive Species Program Managers) shall meet annually to enhance the coordination of invasive plant species control including BAER activities.
- D. The parties shall rotate responsibilities for organizing meetings and setting the agenda.
- E. The parties shall ensure continued collaboration and timely information sharing between the National Forests and the counties in all aspects of invasive species control.
- F. Each party shall request the participation of the other where the goals of this MOU can be enhanced.
- G. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Sandy Elles, Executive Director, CACASA P.O. Box 2205 Hanford, CA 93232 Phone: 707-235-6135 Email: selles@cacasa.org	Tim Pelican, President, CACASA, and San Joaquin County Agricultural Commissioner and Sealer 2101 E. Earhart Avenue, Suite 100 Stockton, CA 95206 Phone: 209-953-6000 Email: tpelican@sjgov.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Diana Craig, Deputy Director Ecosystem Management Pacific Southwest Regional Office 1323 Club Drive Vallejo, CA 94592 Phone: 707-562-8975 Email: diana.craig@usda.gov	Geraldine C. Bordash, (Gerri) Grants Management Specialist Pacific Southwest Regional Office 1323 Club Drive Vallejo, CA 94592-1110 Phone: 707-562-8782 Email: gerri.bordash@usda.gov

- H. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal



tax delinquencies. Accordingly, by entering into this agreement CACASA acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the USDA has considered suspension or debarment is not necessary to protect the interests of the Government. If CACASA fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds CACASA has expended in violation of sections 433 and 434.

- I. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or CACASA is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To CACASA, at CACASA's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- J. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or CACASA from participating in similar activities with other public or private agencies, organizations, and individuals.

- K. ENDORSEMENT. Any of CACASA's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of CACASACACASA's products or activities.

- L. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as



applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- M. USE OF U.S. FOREST SERVICE INSIGNIA. In order for CACASA to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- N. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- O. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- P. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- L. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO) The U.S. Forest Service recognizes and honors the applicability of the Tribal laws and ordinances



developed under the authority of the Indian Self-Determination and Educational Assistance Act of 1975 (PL 93-638).

- M. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. CACASA is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"Ecosystem Management Department of the U.S. Forest Service, Department of Agriculture, and CACASA ."

CACASA may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. CACASA is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

- N. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. CACASA shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

- O. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. CACASA shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."



- P. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- Q. DEBARMENT AND SUSPENSION. CACASA shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should CACASA or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- R. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- S. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through July 18, 2024 at which time it will expire.
- T. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.

Sandy Elles 7/11/19
 SANDY ELLES, CACASA, Executive Director Date

 JOHN EXLINE, Director, Ecosystem Management Date
 U.S. Forest Service, Pacific Southwest Region

The authority and format of this agreement have been reviewed and approved for signature.

GERALDINE BORDASH Digitally signed by GERALDINE BORDASH
Date: 2019.07.09 21:25:16 -07'00'

 GERALDINE C. BORDASH Date
 U.S. Forest Service, Grants Management Specialist



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

**MEMORANDUM OF UNDERSTANDING
FOR THE SPREAD OF NOXIOUS WEEDS VIA HAY AND STRAW MULCH
between the
U.S. Department of Interior
National Park Service
and
California Agricultural Commissioners and Sealers Association,
California Association of Resource Conservation Districts,
California Department of Fish and Game,
California Department of Food and Agriculture,
California Department of Transportation,
USDA Forest Service, Region 5,
USDI, California Bureau of Land Management**

This Memorandum of Understanding (MOU) is hereby entered into by and between the:

- California Agricultural Commissioners and Sealers Association
- California Association of Resource Conservation Districts
- California Department of Fish and Game
- California Department of Food and Agriculture
- California Department of Transportation
- USDA Forest Service, Region 5
- USDI, California Bureau of Land Management
- USDI, National Park Service

Hereinafter referred to as the parties jointly and CACASA, CARCDs, CDFA, Caltrans, USFS, BLM, and NPS respectively.

ARTICLE I – BACKGROUND AND OBJECTIVES

A previous version of this MOU originally commenced in 2005 when representatives of CACASA, CDFA, USFS, BLM, and NPS signed the previous version of this document. The final approval signature (NPS) was dated March 8, 2007. The previous MOU was effective through December 31, 2010, at which time it expired. The partner agencies have made progress in carrying out weed-free programs. The intent of this revised MOU is to continue relevant cooperative efforts toward minimizing the spread of noxious weeds via hay, feed, and straw mulch products. The MOU content below is similar to the original document, but reflects the tasks that have been completed, emphasizes the need to move forward with the next phase of weed-free forage and straw mulch management, and includes Caltrans, CARCD's, and CDFG as additional signatories.

OBJECTIVES

1. Identify areas of agreement for agencies to cooperate in conducting a weed-free hay and straw program.
2. Identify the participants in the program.

3. Identify the role of each participant.
4. Improve intergovernmental communication, collaboration, and consistency for the greater public good specifically with regard to preventing weed spread via hay and straw mulch.

DEFINITIONS

1. **Certified:** hay, feed, straw, or straw mulch products that have been inspected according to procedures accepted by the State of California (see below), found not to contain propagative parts of noxious weeds, and issued a Certificate of Quarantine Compliance.
2. **Noxious weed:** any non-native species listed by the Secretary of the California Department of Food and Agriculture in the California Code of Regulations, Title 3, Division 4, Chapter 6, Sub-Chapter 6, Section 4500. These are species that are or are liable to be troublesome, aggressive, intrusive, detrimental or destructive to agriculture, silviculture, or native plant communities, and difficult to control or eradicate.
3. **Propagative Plant Part:** any part of a plant capable of reproducing itself, including seeds, live roots, rhizomes, stolons or any other viable plant part.
4. **Weed-Free Forage:** hay, feed, straw or straw mulch that has been inspected, and certified not to contain propagative plant parts or seeds of noxious weeds.

The Purpose of the MOU is to provide a framework for cooperation among the parties. This cooperation serves the mutual interests of the parties and the public.

ARTICLE II – AUTHORITY

Federal Agencies are directed by the Federal Noxious Weed Act of 1973 (7 U.S.C. 2801 et seq.), the Plant Protection Act of 2000 (7 U.S.C. 7701), and the Carson-Foley Act of 1968 (43 USC 1241) to cooperate with State, local and other Federal Agencies in the application and enforcement of all laws and regulations relating to the management and control of noxious weeds. NPS is authorized to enter into this memorandum of understanding by 16 USC 1-3,4. State agencies cooperate with Federal Agencies in a variety of ways in the management of noxious weeds.

ARTICLE III – STATEMENT OF WORK

STATEMENT OF MUTUAL BENEFITS AND INTERESTS: It is known that noxious weeds are spread by a variety of means including the movement of assorted hay, feed, straw, and erosion control materials (e.g. straw, straw mulch). Preventing the introduction of noxious weeds is the most efficient and cost-effective method to manage weeds. Since hay and straw may contain weed seeds and other propagative parts, it is reasonable to control the movement of contaminated hay and straw. One method to achieve this goal is for Federal and State Land Management Agencies to require the use of certified weed-free and straw products on public lands.

State and Federal agencies in California have similar interests in preventing the introduction and spread of noxious weeds, as these plants may cause economic damage, deplete water resources, degrade water quality, threaten recreational values, degrade wildlife habitat, increase erosion, crowd out native plants, increase wildfire risk, and are costly to eradicate or control. It is mutually beneficial for these agencies to cooperate in preventive measures to reduce the risk of the introduction and spread of noxious weeds. In consideration of the above premises, the parties agree as follows:

BLM SHALL:

1. Establish agency goals for the management of weed-free forage and straw mulch materials as per BLM policy.
2. Where possible coordinate programs with other agencies to foster better public understanding of the requirements for weed-free forage.
3. Share information with other agencies as needed for the development of environmental documents (e.g. National Environmental Policy Act, California Environmental Quality Act), regulations and rules.
4. Consider, and where appropriate adopt as a minimum inspection process, the certification procedures developed by the California Department of Food and Agriculture.

CACASA SHALL:

1. Encourage County Agricultural Commissioners to implement inspection programs to certify products as weed-free according to the following CDFA procedures (as a minimum inspection process):
4.3.4.6 Inspection of Forage: Growing, Baled, or Other Products for Noxious Weeds
<http://phpps.cdfa.ca.gov/PE/INTERIOREXCLUSION/CPTMpdf/Section4.pdf> (page 4-39).
2. Encourage County Agricultural Commissioners to provide a list of suppliers of certified weed-free forage and straw mulch to CDFA to be posted on its web site.
3. Perform pre-harvest inspections and certification, at the discretion of the County Agricultural Commissioners, in accordance with the CDFA procedures (as a minimum Inspection process).

CARCDs SHALL:

1. Educate the Resource Conservation Districts (RCDs) on the importance of utilizing weed-free materials.
2. Encourage the RCDs to educate their members about weed-free materials.
3. Assist the partners in educating the public and RCDs.
4. Work with the Natural Resources Conservation Service to provide information to field offices.
5. Work to have their offices adopt weed-free policies.

CDFG SHALL:

1. Implement measures to use weed-free materials on DFG-managed lands.
2. Accept (as a minimum inspection process) the certification procedures developed by the California Department of Food and Agriculture.

CDFA SHALL:

1. Communicate updates to the procedures for certification of weed-free products in compliance with California laws and regulations to County Agricultural Commissioners and MOU partners.
2. Post an online list of producers and vendors of Weed-Free Forage and Straw and annually update the list.

3. Ensure that the most recent California Noxious Weed List is easily available on the internet.

CALTRANS SHALL:

1. Accept (as a minimum inspection process) the certification procedures developed by the California Department of Food and Agriculture.
2. When straw mulch products are being specified, where feasible implement measures to use weed-free straw when commercially available in landscaping and erosion control for Caltrans projects.

NPS SHALL:

1. Establish agency goals for management of weed-free forage and straw mulch materials as per NPS policy.
2. Where possible coordinate programs with other agencies to foster better public understanding of requirements for weed-free forage.
3. Share information with other agencies for development of environmental documents (e.g. National Environmental Policy Act, California Environmental Quality Act), regulations and rules.
4. Consider, and where appropriate adopt the certification procedures developed by the California Department of Food and Agriculture.

USFS SHALL:

1. Establish agency goals for management of weed-free forage and straw mulch materials as per USFS policy.
2. Where possible coordinate programs with other agencies to foster better public understanding of requirements for weed-free forage.
3. Share information with other agencies as needed for development of environmental documents (e.g. National Environmental Policy Act, California Environmental Quality Act), regulations and rules.
4. Accept (as a minimum inspection process) the certification procedures developed by the California Department of Food and Agriculture.

ALL PARTIES SHALL meet at least annually in person or by conference call or webinar to discuss strategies and review progress toward achievement of this MOU's stated objectives.

ARTICLE IV – TERM OF AGREEMENT

The instrument is executed as of the date of the last signature and is effective five (5) years from the last signature of this instrument at which time it will expire unless extended by an executed modification, signed and dated by properly authorized, signatory officials pursuant to Article VI that follows.

ARTICLE V – KEY OFFICIALS

The principal contacts for this instrument are:

CACASA Project Contact	CARCD Project Contact
------------------------	-----------------------

<p>Mike Boitano Amador County Agriculture Commissioner 12200B Airport Road Jackson, CA 95642 209-223-6481 MBoitano@co.amador.ca.us</p>	<p>Karen Buhr Executive Director 801 K St, Suite 1415 Sacramento, CA 95814 916-524-2100 Karen-buhr@carcd.org</p>
<p>CDFG</p>	<p>CDFA Project Contact</p>
<p>Joel Trumbo Staff Environmental Scientist Lands Program/Wildlife Branch California Department of Fish & Game 1812 Ninth Street Sacramento, CA 95811 (916) 445-8544 jtrumbo@dfg.ca.gov</p>	<p>Amber Morris Senior Environmental Scientist Interior Pest Exclusion CA Dept of Food & Agriculture 1220 N Street, Rm 325 Sacramento, CA 95814 (916) 654-0312 Amber.morris@cdfa.ca.gov</p>
<p>USFS Project Contact (may change to a Regional Contact)</p>	<p>Caltrans Project Contact</p>
<p>Joanna Clines Forest Botanist Sierra National Forest USDA Forest Service Pacific Southwest Region 57003 Road 225 North Fork, CA 93643 559-877-2218 x 3150 jclines@fs.fed.us</p>	<p>Keith Robinson, ASLA Principal Landscape Architect Landscape Architecture Program Division of Design 1120 N Street, MS 28 Sacramento, CA 95814 906-654-6200 Keith_robinson@dot.ca.gov</p>

<p>NPS Project Contact</p>	<p>BLM Project Contact</p>
<p>Bobbi Simpson California Exotic Plant Management Liaison 1 Bear Valley Road Point Reyes Station, CA 94956 415-464-5190 bobbi_simpson@nps.gov</p>	<p>Dianna Brink Range & Weed Program Lead California State Office Bureau of Land Management 2800 Cottage, Room W-1834 Sacramento, CA 95825-1886 916-978-4645 dbrink@ca.blm.gov</p>

NOTICES Any communications affecting the operations covered by this agreement given by the MOU projects contacts is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or

fax to all key officials, at the addresses specified above. Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

CHANGES IN KEY OFFICIALS If any party to this MOU makes a permanent change in a key official, that party shall give written notice to the other parties reasonably in advance of the proposed change.

ARTICLE VI – MODIFICATION AND TERMINATION

MODIFICATION Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

TERMINATION Any of the parties may withdraw from the instrument in whole, or in part, at any time before the date of expiration with thirty (30) days advance written notice. In the event that one party provides the other parties with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

ARTICLE VII – STANDARD CLAUSES

IT IS ALSO MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

NON-LIABILITY The Federal parties agree to cooperate to the extent allowed by law, in the submission of claims pursuant to the Federal Tort Claims Act against the United States for personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his employment, arising out of this agreement. No party assumes liability for any third party claims for damages arising out of this instrument.

Specifically, prospective projects of activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to : agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any parties' obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

USE OF AGENCY INSIGNIAS In order for cooperators to use agency insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from each individual agency or group. A written request must be submitted to each perspective agency or group's lead communications office.

MEMBERS OF U.S. CONGRESS Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

DEBARMENT AND SUSPENSION Any non-Federal cooperator(s) shall immediately inform all parties if they or any

of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should non-Federal cooperator(s) or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify all parties to this MOU without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

PARTICIPATION IN SIMILAR ACTIVITIES This instrument in no way restricts the parties of this MOU from participating in similar activities with other public or private agencies, organizations, and individuals.

ENDORSEMENT Any cooperator's contributions made under this MOU do not by direct reference or implication convey the endorsement of another cooperator's products or activities.

CIVIL RIGHTS/NON-DISCRIMINATION STATEMENT During the performance of this Agreement, the participants agree to abide by the terms of U.S. Department of the Interior – Civil Rights Assurance Certification, non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

USFA ACKNOWLEDGEMENT IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA Cooperator(s) shall acknowledge USFS support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL Any publications (online, printed or audiovisual) fabricated by cooperators shall include the following statement, in fill, in any items for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

PUBLIC NOTICES All cooperators are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Copies of all press releases or other public notices should be circulated to all parties of this MOU and shall include the full organization title (e.g. “____ name of individual ____ of the US National Park Service, Department of Interior”).

FREEDOM OF INFORMATION ACT (FOIA) Any information furnished to Federal Agencies under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

TEXT MESSAGING WHILE DRIVING In accordance with Executive Order (EO) 131513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs

when driving while on official Government business.

ARTICLE VIII – SIGNATURES

By signing below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

THE PARTIES HERE-TO have executed this instrument

LOUIE B. MENDOZA, Jr.

President
California Agricultural Commissioners and Sealers Association

TOM WEHRI

President
California Association of Resource Conservation Districts

CHUCK BONHAM

Director
California Department of Fish and Game

KAREN ROSS

Secretary
California Department of Food and Agriculture

MALCOLM DOUGHERTY

Director
California Department of Transportation

RANDY MOORE

Regional Forester
Pacific Southwest Region
United States Forest Service

JIM KENNA

California State Director
Bureau of Land Management

CHRIS LEHNERTZ

Regional Director
Pacific West Region
National Park Service

SIGNATURE PAGE
MEMORANDUM OF UNDERSTANDING
NPS AGREEMENT NO. G8530120001

FOR MINIMIZING THE SPREAD OF NOXIOUS WEEDS VIA HAY AND STRAW MULCH

hereby agrees to comply with, and be bound by, the terms of this Memorandum of Understanding. The Party hereto has executed this MOU as of the date written below.

 _____
Signature Date 09/06/12

Christine S. Lehnertz
Printed Name

Regional Director, Pacific West Region
Title

National Park Service, 333 Bush Street, Suite 500
Address

San Francisco, CA 94104
City/State/Zip

415-623-2101
Phone

Please sign and date this page and return to:

National Park Service
California Exotic Plant Management Program
Attn: Bobbi Simpson
1 Bear Valley Road
Point Reyes Station, Ca. 94956

A complete copy of the MOU, including appropriate signature pages, will be distributed to all partners.

SIGNATURE PAGE
MEMORANDUM OF UNDERSTANDING

NPS AGREEMENT NO. G8530120001
FOREST SERVICE AGREEMENT #12-MU-11052007-077
FOR MINIMIZING THE SPREAD OF NOXIOUS WEEDS VIA HAY AND STRAW MULCH

U.S. FOREST SERVICE, PACIFIC SOUTHWEST REGION

hereby agrees to comply with, and be bound by, the terms of this Memorandum of Understanding. The Party hereto has executed this MOU as of the date written below.

Borris T. Bryant _____ *September 19, 2012* _____
Signature Date

for

Randy Moore _____
Printed Name
Regional Forester, Pacific Southwest Region _____
Title

1323 Club Drive _____
Address

Vallejo, CA 94592 _____
City/State/Zip

707-562-8975 _____
Phone

The authority and format of this agreement has been reviewed and approved for signature.

Lynne W. Sholty *9/13/12*
Lynne Sholty, Grants & Agreements Specialist
U.S. Forest Service, Pacific Southwest Region

Please sign and date this page and return to:

National Park Service
California Exotic Plant Management Program
Attn: Bobbi Simpson
1 Bear Valley Road
Point Reyes Station, Ca. 94956

A complete copy of the MOU, including appropriate signature pages, will be distributed to all partners.

SIGNATURE PAGE
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NPS AGREEMENT NO. G8530120001

FOR MINIMIZING THE SPREAD OF NOXIOUS WEEDS VIA HAY AND STRAW MULCH

hereby agrees to comply with, and be bound by, the terms of this Memorandum of Understanding. The Party hereto has executed this MOU as of the date written below.

 _____
Signature Date

Tom Pogacnik _____
Printed Name

Bureau of Land Management Deputy State Director for Natural Resources _____
Title

2800 Cottage Way _____
Address

Sacramento, CA 95825 _____
City/State/Zip

916-978-4637 _____
Phone

Please sign and date this page and return to:

National Park Service
California Exotic Plant Management Program
Attn: Bobbi Simpson
1 Bear Valley Road
Point Reyes Station, Ca. 94956

A complete copy of the MOU, including appropriate signature pages, will be distributed to all partners.

SIGNATURE PAGE
MEMORANDUM OF UNDERSTANDING

NPS AGREEMENT NO. G8530120001

FOR MINIMIZING THE SPREAD OF NOXIOUS WEEDS VIA HAY AND STRAW MULCH

hereby agrees to comply with, and be bound by, the terms of this Memorandum of Understanding. The Party hereto has executed this MOU as of the date written below.

Thomas Wehri 9/20/12
Signature Date

Thomas Wehri
Printed Name

President
Title

801 K Street, 18th Floor
Address

Sacramento, CA 95814
City/State/Zip

(916) 457-7904
Phone

Please sign and date this page and return to:

National Park Service
California Exotic Plant Management Program
Attn: Bobbi Simpson
1 Bear Valley Road
Point Reyes Station, Ca. 94956

A complete copy of the MOU, including appropriate signature pages, will be distributed to all partners.

SIGNATURE PAGE
MEMORANDUM OF UNDERSTANDING

NPS AGREEMENT NO. G8530120001

FOR MINIMIZING THE SPREAD OF NOXIOUS WEEDS VIA HAY AND STRAW MULCH

_____ hereby agrees to comply with, and be bound by, the terms of this Memorandum of Understanding. The Party hereto has executed this MOU as of the date written below.

 _____ 9/24/2012 _____
Signature Date

MALCOLM DOUGHERTY _____
Printed Name

Director _____
Title

1120 N. Street _____
Address

Sacramento, CA _____
City/State/Zip

(916) 654-6130 _____
Phone

Please sign and date this page and return to:

National Park Service
California Exotic Plant Management Program
Attn: Bobbi Simpson
1 Bear Valley Road
Point Reyes Station, Ca. 94956

A complete copy of the MOU, including appropriate signature pages, will be distributed to all partners.

SIGNATURE PAGE
MEMORANDUM OF UNDERSTANDING
NPS AGREEMENT NO. G8530120001

FOR MINIMIZING THE SPREAD OF NOXIOUS WEEDS VIA HAY AND STRAW MULCH

_____ hereby agrees to comply with, and be bound by, the terms of this Memorandum of Understanding. The Party hereto has executed this MOU as of the date written below.


Signature _____ Date 10/29/12

CHARLTON H. BONHAM
Printed Name

Director, CALIFORNIA Department of Fish and Game
Title

1416 Ninth Street, 12th Floor
Address

Sacramento, CA 95814
City/State/Zip

(916) 653-4633
Phone

Please sign and date this page and return to:

National Park Service
California Exotic Plant Management Program
Attn: Bobbi Simpson
1 Bear Valley Road
Point Reyes Station, Ca. 94956

A complete copy of the MOU, including appropriate signature pages, will be distributed to all partners.

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**THE UNITED STATES DEPARTMENT OF AGRICULTURE
NATIONAL AGRICULTURAL STATISTICS SERVICE
AND**

THE CALIFORNIA AGRICULTURAL COMMISSIONERS AND SEALERS ASSOCIATION

NASS Agreement # 58-3AEU-2-0050M

The California Agricultural Commissioners and Sealers Association, ("the Cooperator") and the United States Department of Agriculture, National Agricultural Statistics Service ("NASS"), hereinafter jointly referred to as "the Participants", hereby affirm their mutual interest in, and desire to broaden, cooperative exchange of California agricultural statistical information. The Participants recognize that cooperation is a matter of working together toward common goals of mutual interest.

The Participants also recognize that successful cooperation occurs only through mutual understanding and efficient administration of cooperative programs. Nothing in this understanding is to be construed as interfering in any way with the basic responsibilities and authority of either party for independent action.

This Memorandum of Understanding (MOU) defines in general terms the basis for which the Participants will cooperate. Individual projects may be developed between the Participants that outline specific research projects.

ARTICLE I - PURPOSE

The purpose of this agreement is to strengthen the cooperation between the Participants in a collaborative effort to collect, analyze, and publish agricultural statistics data. To this end, the Participants agree jointly to explore and coordinate activities of NASS and the Cooperator of mutual interest that will be implemented by mutual understanding and in conformance with the regulations and policies of both Participants. This MOU will promote economy and efficiency of operations, avoid duplication of effort, and minimize response burden.

ARTICLE II - MUTUAL INTERESTS

The Participants are currently engaged in and have independent interests in data collection designed to compile statistical data as to the production, processing, and marketing of agricultural products within the State of California. The Participants recognize the mutual benefit to be achieved through cooperative planning and execution of survey activities

NASS and CACASA, cognizant of their basic authorities and responsibilities, recognize that the goals of the Participants' programs can be most efficiently and economically accomplished by seeking to combine their efforts.

Information collected from individual respondents or objective measurements made in the field for any data collection effort may be protected from disclosure under the provisions of the following:

- Title 7 United States Code, Section 2276, “Confidentiality of Information.”

ARTICLE III - SCOPE OF COOPERATION

To facilitate the cooperative research effort(s) described herein, each Participant intends to assign such members of its staff to specific projects as may be mutually determined, as well as aid in planning and developing projects of mutual interest.

Part 1 – The CACASA

- a) Upon request, will provide to the NASS Pacific Regional Office data collected by the County Agricultural Commissioners and useful to the Federal Program.
- b) Upon request, will provide all publicly available data from the pesticide permitting and use reporting systems of the county including names, addresses, and identification (ID) numbers.

Part 2 – The NASS

- a) Through the NASS Pacific Regional Office, will work with CACASA to eliminate, to the extent possible, duplicate requests for crop report information from producers and processors.
- b) Will provide County Agricultural Commissioners with published commodity data, when available through NASS Federal and State cooperator surveys, of value to counties in compiling the county annual crop report when requested in writing by those Commissioners.
- c) Will provide training requested by County Agricultural Commissioners on a regional basis, to further enhance the crop reporting process.

ARTICLE IV - GENERAL PROVISIONS

It is mutually understood and agreed that:

- a) This Memorandum of Understanding is to define in general terms the basis which the parties concerned will cooperate, and does not constitute a financial obligation to serve as a basis for expenditures. The responsibilities assumed by each of the cooperative parties are contingent upon their respective authorizations under Federal or State statutes.
- b) It is of the utmost importance to protect confidential information, including the data itself, as well as the source. In the case of Federally-collected information, counties will abide by U.S. Code, Title 7, Section 2276 which (1) prohibits use of voluntarily supplied data for any purpose other than the development or reporting of aggregate data, (2) prohibits disclosing information to the public which does not protect the identity of the person supplying the data, (3) specifically states that individual report shall be immune from mandatory disclosure, including the legal process, and (4) shall not be admitted as evidence or for any other purpose in any action, suit, or other judicial or administrative proceeding. For County-collected information, NASS will adhere to the same confidentiality requirements.
- c) Nothing herein or in the performance of the work contemplated hereunder shall be used for the political advancement or advantage of any official or employee of either party to the Memorandum of Understanding.
- d) Both the NASS and the CACASA reserve their respective rights to collect other information than that relating to the joint program of work covered by this agreement, and such data may be obtained from other sources and by any means available.

In all cases of publication, disclosure review must be conducted to NASS to ensure no individual data is divulged.

This MOU does not create any legally binding obligations between the Participants. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

Cooperation under this MOU may commence from the date of the last signature and shall continue for five years unless this MOU is earlier terminated or extended in the manner herein described. This MOU may be extended or revised by mutual determination of the Participants in writing. Requests for major changes should be submitted to each Participant not less than 90 calendar days prior to the proposed effective date. A Participant should endeavor to give the other Participant at least 90 calendar days' notice of its intention to end its cooperation under this MOU and the Participants should continue to work together to conclude specific cooperative activities already in progress under the appropriate agreements.

This Agreement shall, for all future individual projects / cooperative undertakings anticipated herein, supersede and replace any and all previous agreements of the same nature between the parties, pursuant to the DURATION clause of previous MOUs the parties mutually consent and agree to the previous MOUs being terminated.

Correspondence and documentation regarding this MOU should cite MOU # 58-3AEU-2-0050M. The Participants hereby designate the following as points of contact for collaborative activities to be conducted under this MOU:

Hubert Hamer, Administrator
USDA-NASS
1400 Independence Ave SW, Rm 5041-A
Washington, DC 20250


Lindsey Liebig, Executive Director
CACASA
P.O. Box 2205
Hanford, CA 93232

USDA, APHIS Agreement #	18-8506-1606-MU
Cooperator Agreement #	
Cooperator Tax Id #	
Expiration Date	4/2023

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE
CALIFORNIA AGRICULTURAL COMMISSIONERS AND SEALERS
ASSOCIATION (COUNTY)
AND THE
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (STATE)
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
PLANT PROTECTION AND QUARANTINE (PPQ)**

ARTICLE 1 - PURPOSE

This MOU provides for cooperative participation between the parties to perform export certification of commodities and to expand the system of issuance of export certificates. For the purpose of this MOU, export certificates are defined as Phytosanitary Certificate, Export Certificate Processed Plant Products, and Phytosanitary Certificate for Re-export. These listed certificates are issued at interior United States points of origin, in particular, to cover containerized and door-to-door shipments intended for export. This MOU enhances the ability of USDA-APHIS-PPQ to provide export certification to customers.

ARTICLE 2 - BACKGROUND

Historically, export certification was performed at points of international export by Federal inspectors. A need arose for certification of commodities at interior points of commodity origin. Representatives of USDA-APHIS-PPQ and states developed an MOU that provided for international export certification at interior points of the United States by inspectors from State Departments of Agriculture and federal cooperators.

ARTICLE 3 - AUTHORITIES

Under the Plant Protection Act (PPA), as amended, (7 USC 7701 et.seq.), the Secretary of Agriculture is authorized to issue regulations and orders to prevent, detect, control, eradicate, suppress, or retard the spread of plant pests or noxious weeds into or within the United States and to cooperate with other Federal agencies or entities, States or political subdivisions of States, national governments, local governments of other nations, domestic or international organizations, domestic or international associations, and other persons to carry out the purposes of the PPA.

This Memorandum is entered into by virtue of California Food and Agricultural Code (FAC) Section 482, which provides for cooperative agreements; FAC2003 which recognizing the California Agricultural Commissioners and Sealers Association as the official representative

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body on behalf of the County Agricultural Commissioners and Sealers; and, FAC Section 5205 and Title 7, Code of Federal Regulations (CFR), Part 353, *et al*, which provide for the export certification of plants and plant products.

ARTICLE 4 - OBJECTIVES

This MOU will serve to establish the parties' responsibilities under the cooperative program, and to define in general terms, the basis on which the parties concerned will cooperate.

ARTICLE 5 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually agree to understand that:

a. Overall direction and control of this cooperative program is to be maintained by USDA-APHIS-PPQ. However, personnel of the State and County will remain administratively responsible to the State and County respectively;

b. The State and County shall be responsible for conducting inspection and certification in accordance with the policies, directives and regulations of USDA-APHIS-PPQ and within the scope of the law;

c. The State and County will retain administrative responsibilities for their personnel authorized to participate in the program;

d. The State and County will solely issue export certificates listed in Article 1 of this document for international commerce;

e. That open communication and joint participation in all phytosanitary export activities is essential to the function of the program; and

f. To meet and confer on issues related to the export certification program as needed.

ARTICLE 6 - COUNTY RESPONSIBILITIES

The County Agrees:

a. To designate a person(s) to be its authorized representative(s) who shall be responsible for collaboratively administering the activities conducted under this MOU.

b. In conducting the Basic Phytosanitary Export Certification Program to/that:

(1) Cooperate with the State and the USDA-APHIS-PPQ in the inspection and certification of commodities for export;

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(2) Ensure that exporting facilities use the Phytosanitary Certification and Issuance Tracking (PCIT) program as much as practical;

(3) Nominate to the State qualified County inspectors to perform inspection and certification work;

(4) Ensure that nominees for designation as inspectors under this MOU meet or exceed the basic requirements as defined in Export Certification regulations, 7CFR 353.6(b);

(5) Submit to the State and USDA, APHIS, PPQ, for review and concurrence, the names and qualifications covering those personnel nominated for designation as inspectors;

(6) County personnel authorized to issue export certificates under this MOU shall participate, without cost to USDA-APHIS-PPQ, in an initial and reaccreditation training program conducted by USDA-APHIS-PPQ; and

(7) When certificates are hand written tally sheets, yellow copies of Federal plant export Certificates, and other required paperwork will be sent to their Export Certification Specialist by the designated due date.

c. In conducting the Phytosanitary Field Inspection of Seed Crops Program to/that:

(1) Use only those agents that meet or exceed the basic requirements as defined in Export Certification regulations, 7CFR 353.6(a);

(2) Provide agents with training and resources in accordance with 7CFR 353.6(a) (2);

(3) Terminate, after notification, an agent's participation in the inspection activities when the agent is identified as not following established procedures for proper recording or reporting of pest organisms found; and

(4) Monitor inspection activities of designated agents during each growing season in cooperation with the State and the USDA-APHIS-PPQ.

d. When connected to the USDA-APHIS network or hosting APHIS information and/or information systems, comply with the federal, USDA, and APHIS security and privacy requirements to protect APHIS information and information systems against cyber threats and unauthorized intrusions as required by the Federal Information Security Management Acts of 2002 and 2014 (FISMA), the National Cybersecurity Protection Act of 2014, and the Privacy Act of 1974. Specific USDA/APHIS control guidelines are outlined in the most current version of the USDA/APHIS Information System Security Handbook. In accordance with USDA and

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APHIS regulations and policies on email, the Recipient will not download any material (i.e., pictures, movies, or music files) bearing a copyright, nor access any material defined as inappropriate in these regulations and directives. Additionally, the Recipient agrees that any of its personnel that are given access to the APHIS network, any systems on the APHIS network, or any personnel using APHIS-owned or funded computer equipment will take all APHIS required security and privacy training. Furthermore, the Recipient will not disseminate, post, or publish in any capacity official government information or data unless authorized to do so by this Agreement.

Current APHIS security and privacy requirements, policies, and guidelines can be obtained through the APHIS Information System Security program Manager. APHIS follows USDA's processes which are based on the most current National Institute of Standards and Technology (NIST) special publications such as NIST Special Publications (SP) 800-37 and SP 800-53 and -53A.

e. Work with the appropriate APHIS Program Unit's Information Systems Security Manager and the APHIS Information Systems Security Program Manager to ensure compliance with the FISMA assessment and authorization (A&A) requirements for APHIS information and information systems. The Recipient must follow USDA/APHIS A&A guidelines and standards described in the USDA six step risk management framework process guide located at: USDA Six Step Risk Management Framework (RMF) Guide. The guide is based on applicable National Institute of Standards and Technology (NIST) publications such as, NIST SP 800 – 37, *Guide for Applying the Risk Management Framework to Federal Information Systems*; and, NIST SP 800 – 53, *Recommended Security Controls for Federal Information Systems*.

ARTICLE 7 – STATE RESPONSIBILITIES

The State agrees:

a. To designate a person(s) to be its authorized representative(s) who shall be responsible for collaboratively administering the activities conducted under this MOU and act as a resource for questions and assistance

b. In conducting the Basic Phytosanitary Export Certification Program to/that:

(1) Cooperate with the USDA-APHIS-PPQ in the inspection and certification of commodities for export;

(2) Nominate to the USDA-APHIS-PPQ qualified County and State inspectors to perform inspection and certification work;

(3) Ensure that nominees for designation as inspectors under this MOU meet or exceed the basic requirements as defined in Export Certification regulations, 7 CFR 353.6(b);

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Expiration Date	4/2023

(4) Submit to the USDA-APHIS-PPQ, for review and concurrence, the names and qualifications covering those personnel nominated for designation as inspectors;

(5) State personnel authorized to issue export certificates under this MOU shall participate, without cost to USDA-APHIS-PPQ, in an initial and reaccreditation training program conducted by the USDA-APHIS-PPQ;

(6) Forward the letter of designation as an inspector to qualified County Plant Quarantine Officers meeting the prescribed educational and experience requirements contained in Export Certification regulation 7 CFR 353.6(b)(2)(1); and

(7) In conjunction with the USDA-APHIS-PPQ, provide inspectors with information, as necessary, to enable the proper certification of commodities to be exported.

c. In conducting the Phytosanitary Field Inspection of Seed Crops Program to/that:

(1) Uses only those agents that meet or exceed the basic requirements as defined in Export Certification regulations, 7 CFR 353.6(a);

(2) Provide agents with training and resources in accordance with 7 CFR 353.6(a)(2);

(3) Terminate, after notification, an agent's participation in the inspection activities when the agent is identified as not following established procedures for proper recording or reporting of pest organisms found; and

(4) Monitor inspection activities of designated agents during each growing season in cooperation with the County and the USDA-APHIS-PPQ.

d. When connected to the USDA-APHIS network or hosting APHIS information and/or information systems, comply with the federal, USDA, and APHIS security and privacy requirements to protect APHIS information and information systems against cyber threats and unauthorized intrusions as required by the Federal Information Security Management Acts of 2002 and 2014 (FISMA), the National Cybersecurity Protection Act of 2014, and the Privacy Act of 1974. Specific USDA/APHIS control guidelines are outlined in the most current version of the USDA/APHIS Information System Security Handbook. In accordance with USDA and APHIS regulations and policies on email, the Recipient will not download any material (i.e., pictures, movies, or music files) bearing a copyright, nor access any material defined as inappropriate in these regulations and directives. Additionally, the Recipient agrees that any of its personnel that are given access to the APHIS network, any systems on the APHIS network, or any personnel using APHIS-owned or funded computer equipment will take all APHIS required security and privacy training. Furthermore, the Recipient will not disseminate, post, or publish in

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any capacity official government information or data unless authorized to do so by this Agreement.

Current APHIS security and privacy requirements, policies, and guidelines can be obtained through the APHIS Information System Security program Manager. APHIS follows USDA's processes which are based on the most current National Institute of Standards and Technology (NIST) special publications such as NIST Special Publications (SP) 800-37 and SP 800-53 and -53A.

e. Work with the appropriate APHIS Program Unit's Information Systems Security Manager and the APHIS Information Systems Security Program Manager to ensure compliance with the FISMA assessment and authorization (A&A) requirements for APHIS information and information systems. The Recipient must follow USDA/APHIS A&A guidelines and standards described in the USDA six step risk management framework process guide located at: [USDA Six Step Risk Management Framework \(RMF\) Guide](#). The guide is based on applicable National Institute of Standards and Technology (NIST) publications such as, NIST SP 800 – 37, *Guide for Applying the Risk Management Framework to Federal Information Systems*; and, NIST SP 800 – 53, *Recommended Security Controls for Federal Information Systems*.

ARTICLE 8 – USDA-APHIS-PPQ RESPONSIBILITIES

USDA-APHIS-PPQ agrees in conducting the Basic Phytosanitary Export Certification Program to/that:

a. To designate a person(s) to be its authorized representative(s) who shall be responsible for collaboratively administering the activities conducted under this MOU; Should this individual be temporarily detailed to another position or on extended absence, a letter will be issued to the Recipient by the APHIS signatory official to appoint a temporary ADODR.

b. Provide an Authorized Certification Official Certificate to qualified cooperative personnel who have complied with the requirements of Article 6 or 7 of this MOU.

c. Conduct an initial training program for qualified cooperative employees prior to designation.

d. Provide reaccreditation training every three years for qualified cooperative employees designated as an inspector under Article 6 or 7 of this MOU.

e. Provide an on-line Export Program Manual (XPM) and other necessary information, including up-to-date export information through the Phytosanitary Export Database (PEXD);

f. Provide program oversight by conducting field audits of facilities and personnel to ensure conformance with USDA-APHIS-PPQ regulations, policies and procedures with the assistance of both County and State personnel; and

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g. To recognize the local jurisdictional responsibilities of the County and the State and act as a resource for questions and assistance to federal cooperators.

ARTICLE 9 – STATEMENT OF NO FINANCIAL OBLIGATION

Signature on this MOU does not constitute a financial obligation on the part of USDA-APHIS-PPQ. Each signatory party is to use and manage its own funds in carrying out the purpose of this MOU. Transfer of funds or items of value is not authorized under this MOU.

ARTICLE 10 - LIMITATIONS OF COMMITMENT

This MOU and any continuation thereof shall be contingent upon the availability of funds appropriated by the Congress of the United States. It is understood and agreed that any monies allocated for purposes covered by this MOU shall be expended in accordance with its terms and the manner prescribed by the fiscal regulations and/or administrative policies of the party making the funds available. If fiscal resources are to transfer, a separate agreement must be developed by the parties.

ARTICLE 11 - CONGRESSIONAL RESTRICTION

Under 41 USC 22, no member of, or delegate to, Congress shall be admitted to any share or part of the MOU or to any benefit to arrive therefrom.

ARTICLE 12 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where application, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual’s income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 13 - AMENDMENTS

This MOU may be amended at any time by mutual agreement of the cooperating parties in writing.

ARTICLE 14 - TERMINATION

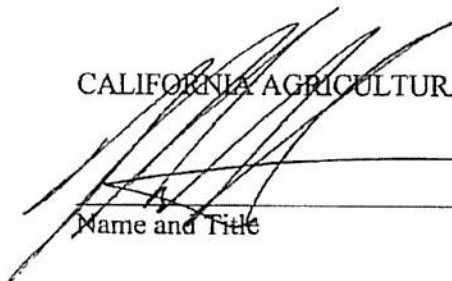
This Memorandum may be terminated by either party upon thirty (30) days written notice to the other party.

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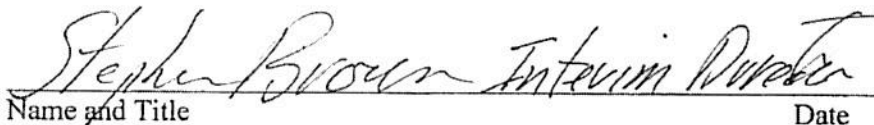
ARTICLE 15 - EFFECTIVE DATE, DURATION AND TERMINATION

This MOU will be in effect upon date of final signature and shall continue for five (5) years from the date of signature. This MOU shall supersede all previous Memoranda of Understanding for export certification between cooperating parties.

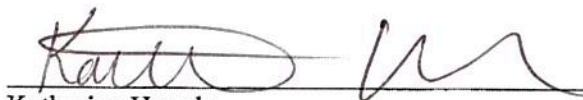
CALIFORNIA AGRICULTURAL COMMISSIONERS AND SEALERS ASSOCIATION

 _____
 Name and Title *PRESIDENT* Date *4-13-18*

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

 _____
 Name and Title *Interim Director* Date *4-13-18*

UNITED STATES DEPARTMENT OF AGRICULTURE
 ANIMAL AND PLANT HEALTH INSPECTION SERVICE
 PLANT PROTECTION AND QUARANTINE

 _____
 Katherine Hough Date *04.16.18*
 Associate Executive Director

MEMORANDUM OF UNDERSTANDING

California Department of Food and Agriculture
and the
California Agricultural Commissioners Association

Plan for Pest Prevention

A Pest Prevention System in California is mandated by Section 403 of the Food and Agricultural Code which states, "The Department shall prevent the introduction and spread of injurious insects or animal pests, plant diseases, and noxious weeds."

The State of California administers and operates a Pest Prevention System of five major components, Pest Exclusion, Pest Detection, Pest Eradication, Public Information and Education, and Pest Identifications and Records.

I. PEST EXCLUSION

Definition: "Pest Exclusion" is the legal action intended to prevent the introduction of a pest into an area where it does not already occur or into an area where legally established suppression or eradication activities are directed against it.

- A. It is the policy of the State of California to fully utilize Pest Exclusion as an integral part of the Pest Prevention System.
- B. It is the policy of the State of California to encourage origin states to eradicate and control pest infestations that threaten California. It is the policy of the State of California to encourage the USDA and origin states to establish valid certification programs.
 - 1. Pest Exclusion regulations and operations shall be based on "biologically sound" principles.

To be "biologically sound", a pest exclusion regulation must meet the following criteria:

- a. The biological background of the pest is fairly well known, including its life history, hosts, mode of spread and detection techniques.
- b. Infestation is unknown in area to be protected, or is under eradication.
- c. Interception and prevention of entry are reasonably possible.
- d. There exists a reasonable assurance that the pest can be contained.
- e. The potential ecological range of the pest is known.

- f. The pest presents a threat of economic, social, or environmental impact to plants within the protected area.
2. Pest Exclusion regulations shall not be promulgated for or used as barriers to interstate commerce except as a bonafide attempt to protect against pest infestation.

C. Pest Exclusion Operations

1. Maintain pest introduction deterrent for entire State by regulating the movement of target pests from an infested area to a protected area.
 - a. Regulate surface vehicles entering protected area from areas of pest contamination.
 - (1) At points which will provide statewide protection.
 - (2) At appropriate times to be effective.
 - b. Monitor air and maritime traffic entering State.
 - (1) Inspect all cargo shipments.
 - (2) Spot check travelers.
 - c. Maintain terminal inspection.
 - (1) U.S. Post Offices.
 - (2) Common carriers.
 - (3) Hay and grain terminals.
2. Cooperate with Federal Government and other states.
 - a. Promote uniform pest exclusion regulations.
 - b. Strengthen and encourage valid origin certification.

II. PEST DETECTION

Definition: "Pest Detection" is the systematic search for pests outside of known infested area and for pests not known to occur in California.

- A. It is the policy of the State of California to detect incipient infestations of new pests before eradication becomes biologically or economically infeasible.
 1. The goal is to detect pests before infestation exceeds:
 - a. Insects - one square mile.

- b. Nematodes - one square mile.
- c. Weeds - one square mile.
- d. Diseases - one-half square mile.
- e. Vertebrate pests - smallest possible area.
- f. Snails and slugs - smallest possible area.

2. Pest detection target areas.

- a. Urban.
- b. Crop.
- c. Nurseries.
- d. Forests and rangeland.
- e. High hazard entryways and terminals.
- f. Storage and processing.

3. Pest detection methods.

- a. Visual grid surveys.
- b. Trapping.
- c. Inspection of selected hosts.
- d. Indexing.
- e. Aerial survey.
- f. Public information and education.

B. The Pest Detection Program is a cooperative effort between the California Department of Food and Agriculture, California Agricultural Commissioners Association and the United States Department of Agriculture, and all shall participate in the planning, evaluating, scheduling, and training.

1. The California Department of Food and Agriculture shall:

- a. Provide pest evaluation studies, establish pest priorities, designate target pests, set standards for pest detection, and provide preliminary delimitation in cooperation with the counties.

- b. Plan, develop, coordinate, evaluate, and review a statewide pest detection program.
 - c. Provide liaison with the United States Department of Agriculture and other agencies (including universities and researchers), provide public information, and foster detection efforts by related-interest groups.
 - d. Provide training, pest information, and visual aids.
 - e. Provide methodology, techniques, special equipment, special services, assistance under extraordinary circumstances, and forms.
 - f. Promote public participation.
 - g. Report progress and achievements to respective agencies.
 - h. Provide funding through contract for specific detection activity above the normal pest control obligation of each county.
2. The County Department of Agriculture shall:
- a. Identify and evaluate pests of county significance.
 - b. Plan, organize, and direct the county pest detection program and integrate it with the statewide program.
 - c. Provide personnel and arrange for their training.
 - d. Participate in review and evaluation of the State and county programs.
 - e. Promote public participation.
3. The United States Department of Agriculture participation will be in accord with Federal policy.

III. PEST ERADICATION

Definition: "Pest Eradication" is the attempt to exterminate a pest from a defined area.

- A. It is the policy of the State of California to promptly develop operational plans for eradication under joint county and State responsibilities, when applicable, and eradicate new and economically important organisms.

- B. The California Department of Food and Agriculture, in cooperation with the California Agricultural Commissioners Association, shall exercise leadership in the prompt evaluation of a newly detected pest.
- C. It is recognized that the investigation of a new organism or disease, its pest rating, and follow-up action will follow the "Guidelines of the Department of Food and Agriculture and the California Agricultural Commissioners Association for Evaluation of Pests New to California," dated July 10, 1973.
- D. Responsibilities
 - 1. The California Department of Food and Agriculture shall:
 - a. Promptly provide leadership in planning, organizing, coordinating, and evaluating pest actions.
 - b. Provide necessary technical advice and training.
 - c. Provide special equipment and supplies.
 - d. Provide leadership in obtaining funds and manpower.
 - e. Provide liaison in actions involving Federal participation.
 - 2. The County Department of Agriculture shall:
 - a. Assist in planning, organizing, coordinating and evaluating pest actions.
 - b. Provide project direction at the local level.
 - c. Provide normal operating equipment and supplies.
 - d. Handle local public relations and law enforcement matters.
 - e. Assist in obtaining funds and manpower.

IV. PUBLIC INFORMATION AND EDUCATION

- A. The California Department of Food and Agriculture and the California Agricultural Commissioners Association will cooperate in an expanded information and educational program directed to increase public awareness as to the hazards of the introduction and establishment of new pests by calling attention to:
 - 1. Environmental contamination.

- a. Insects, diseases, vertebrate pests, weed pests, nematodes, snails and slugs.
- b. Increased need for pesticides.
2. Increased food and fiber costs.
 - a. Less supply.
 - b. Increased production costs.
 - c. Cost benefit ratio.
3. Destruction of resources.
 - a. Forests.
 - b. Parks.
 - c. Urban horticulture.
- B. The California Department of Food and Agriculture and the California Agricultural Commissioners Association will cooperate in directing information material to those most likely to cause the introduction of hazardous pests into the State:
 1. Traveling public.
 2. Commercial carriers - public and private.
 3. Air carriers - passenger and cargo.
 4. Importers - interstate and international,
- C. It is the policy of the State of California to encourage all citizens to report the incidence of unfamiliar pest organisms whenever and wherever found to the nearest pest prevention authority.

V. PEST IDENTIFICATION AND RECORDS

- A. Timely and accurate identification together with complete and accurate records of pests found in the State are critical. All actions taken under the many segments of the pest prevention plan depend on these identifications and records.

MEMORANDUM OF UNDERSTANDING

California Department of Food and Agriculture
and the
California Agricultural Commissioners Association

Plant Pest Quarantine Policy

1. PURPOSE, AUTHORITY, AND GENERAL PRINCIPLES

A. Purpose

Plant pest quarantines are imposed to prevent the artificial introduction of or to limit the spread of agricultural plant pests. Such quarantines may restrict the production, movement or existence of plants, plant products, animals, animal products, or any other articles or material, or activity of people which could result in the artificial introduction or spread of the specified pest(s).

B. Authority

The Director is charged with the responsibility for preventing the introduction and spread of injurious insect or animal pests, plant diseases, and noxious weeds [Section 403, Food and Agricultural Code (FAC)]. He is authorized to adopt such regulations as are reasonably necessary to fulfill this responsibility (Sections 407, 5301, 5302, and 5322, FAC). Other governmental agencies (e.g., counties, cities, districts) may not establish quarantines against each other, on account of the existence of any pest, without the written consent of the Director (Section 5305, FAC).

C. General Principles

1. Inasmuch as the purposes of plant quarantines and the means required to achieve them cannot be undertaken by private individuals or groups, quarantines properly are the responsibility of government,
2. Quarantines shall not be imposed as trade barriers.
3. Quarantines will be established on a biologically sound basis:
 - a. The plant pest targeted must pose an actual or anticipated threat to a substantial agricultural interest and/or the general public.
 - b. No substitute or alternative mitigating action will accomplish the same pest prevention purpose.
 - c. Accomplishment of the stated purpose is a reasonable expectation.

- d. Economic and/or environmental benefits outweigh the cost of administration and the costs to those who must comply with the restrictions imposed.
4. Regulations establishing quarantines will be adopted with input from those interested in and affected by them. The agricultural commissioners and the United States Department of Agriculture are cooperating agencies which will be involved as appropriate.
5. Quarantines will be as narrow in scope as possible while maximizing the potential for accomplishing their purpose.
 - a. Quarantines imposed in connection with plant pest eradication projects reasonably may be broader in scope and/or more restrictive because of the importance of the quarantined pest, the prognosis for its eradication or control, and its effects on the environment.
 - b. Quarantines imposed to prevent or slow the spread of an already established pest allow for the scope of and restrictions imposed to be relatively narrow.
6. Quarantine areas will be as limited as possible consistent with the area known to be infested with the pest. Whenever possible, boundaries shall be based upon existing jurisdictional state, county or township lines, major highways or roads, or geographic features such as rivers and mountain ranges.
7. Quarantines will be written as clearly and concisely as possible so as to enhance understanding and enforcement.
8. The absence of complete biological knowledge of a pest will not necessarily prohibit the adoption of quarantine.
9. Adoption of quarantine against a serious plant pest new to the State or new to a major area of the State will be accompanied by an information campaign, the scope and intensity of which is in proportion to the economic and/or environmental importance of the pest.
10. The scope of and restrictions imposed should be reduced or increased based on experience and information obtained in the administration of the quarantine.
11. Regulations establishing quarantines will be repealed when their purposes have been accomplished, the pest quarantined against has been eradicated or its spread can be controlled in absence of the quarantine, or it is determined that the purpose cannot be achieved.

II. EXTERIOR QUARANTINES

Exterior quarantines will be adopted to prevent the artificial introduction of serious plant pests into California. Consistent with the general principles, they will be adopted only when no substitute or alternative mitigating action will accomplish the same purpose. They also will be as limited as possible in terms of area and commodities covered. Exterior quarantines are promulgated to protect the health and welfare of the entire State. Consequently, they reflect statewide pest exclusion concerns.

III. INTERIOR QUARANTINES

Interior quarantines will be adopted as necessary to complement State plant pest eradication projects or to prevent or slow the spread of a serious plant pest already established in California. They will be established consistent with the general principles, but with greater emphasis placed on a cooperative relationship between the Director and the agricultural commissioners. At the termination of an unsuccessful eradication effort the interior quarantine will be evaluated to determine, consistent with the principles herein, if the quarantine should be maintained, amended, or discontinued.

Interior quarantines adopted to aid in the State's eradication of new serious pests not established in the State generally, will be funded, subject to budget appropriation or redirection, together with the other eradication costs.

Interior quarantines adopted or amended to prevent or slow the spread of pests already established in California are not expected to result in increased overall county costs. County departments of agriculture will shift priorities within their agricultural programs accordingly. Only in those instances where the county must hire additional employees is a State mandated increase in cost deemed to exist. Where possible the increased costs should be recovered by the affected counties via charges for the inspections required by the quarantine.

IV. LOCAL QUARANTINE ORDINANCES

Section 5305, FAC, prohibits the establishment by local jurisdictions of quarantines against each other, on account of the existence of any pest, without the written consent of the Director.

The required consent may be granted only in those instances where the Director has determined: (1) That the pest is not of statewide interest and concern and/or an interior quarantine will not be adopted; AND, (2) That the ordinance establishing a quarantine was adopted following the notification, publishing, public input and other requirements which must be met by the Director, under Section 11340, et seq., of the Government Code, when he adopts quarantine regulations, except that notice of the proposed ordinance shall not be published in the California Administrative Notice Register and the required documents shall be filed with the Director and not with the Office of Administrative Law.

MEMORANDUM OF UNDERSTANDING

California Department of Food and Agriculture
and the
California Agricultural Commissioners Association

Procedure for Handling Plant Quarantine Shipments

For the sake of uniformity in plant quarantine, the following is established as a procedure for determining the status and proper disposition of shipments subject to plant quarantine inspection.

1. A shipment shall be rejected if it is:
 - a. In violation of a law or quarantine regulation of this State or the Federal Government, or
 - b. Infested or infected or there is reasonable cause to believe* that it is infested or infected with any animal or other organism dangerous or detrimental to the agricultural industry, which in the area of destination is:
 1. New or not known to occur, or
 2. Of limited distribution, or
 3. Being subjected to eradication or intensive control.
2. A shipment shall not be rejected if it is:
 - a. Not in violation of a law or quarantine regulation of this State or the Federal Government, or
 - b. Infested or infected with any animal or organism which in the area of destination is:
 1. Of common occurrence, and
 2. Not being subjected to eradication or intensive control.

**"Reasonable cause to believe" is not applicable to weeds or weed seeds.*

MEMORANDUM OF UNDERSTANDING

California Department of Food and Agriculture
The Regents of the University of California
California State University and Colleges
United States Department of Agriculture
and the
California Agricultural Commissioners Association

Restrictions on and Procedures for Importation And Interstate Movement of Plant Pest Organisms and Soil

The California Department of Food and Agriculture and county agricultural commissioners have a duty, as required by provisions of the Food and Agricultural Code, to protect the agricultural industry of California by preventing the dissemination of plant pests into and within California.

USDA permits are required for importation and interstate transportation of plant pests under federal law and regulations. USDA permits also are required for importation of soil and earth into the continental United States. If soil is moved interstate from areas under quarantine, it must comply with the provisions of the quarantine in effect at origin.

The importance of research and the need to exchange or transfer living plant pests between research workers and diagnostic laboratories is recognized. Any application for a permit to move such pests will be given consideration. Benefits which may be derived from the proposed movement and use of the pest will be considered as well as adequacy of containment facilities and impact to agriculture and the environment if the pest were to escape and become established in California. An outline of policies and procedures regulating movement of plant pest organisms and soil into California is as follows:

1. The Federal Plant Pest Act of May 23, 1957, and federal plant pest regulations restrict movement of plant pests and soil as follows:
 - a. Plant Pests. No person shall knowingly move any plant pest interstate or into or through the United States from any place outside thereof or knowingly accept delivery of any plant pest so moving unless the movement is authorized under a USDA permit. Non-living biological specimens of plant pests, in preservative or dried, may be so moved, subject to inspection, without permit.
 - b. Soil From Foreign Countries, Territories, and Possessions. No soil shall be moved into or through the United States from any place outside thereof unless moving under a USDA permit, except that no permit is required for the entry of Canadian soil except soil from Newfoundland and a portion of Vancouver Island of British Columbia.

- c. Soil Moved Interstate Within Continental United States. Interstate movement of earth (including soil), stone, quarry products and similar substances is not regulated under the Federal Plant Pest Act. Movement of such materials of United States origin from areas under Federal domestic quarantine in the continental United States is regulated under the following quarantines and may be made only in accordance with the requirements of these or subsequent quarantines.

FEDERAL DOMESTIC QUARANTINES

Q80 - Witchweed
Q81 - Imported fire ant
Q85 - Golden nematode

2. Terms as defined in Federal Plant Pest Regulations. "Plant Pest" means any living stage of: Any insects, mites, nematodes, slugs, snails, protozoa, or other invertebrate animals, bacteria, fungi, other parasitic plants or reproductive parts thereof, viruses, or any organisms similar to or allied with any of the foregoing, or any infectious substances, which can directly or indirectly injure or cause disease or damage in any plants or parts thereof, or any processed, manufactured, or other products of plants.

"Earth" means the softer matter composing part of the surface of the globe, in distinction from the firm rock, and including the soil and subsoil, as well as finely divided rock and other soil formation materials down to the rock layer.

"Soil" means the loose surface material of the earth in which plants grow, in most cases consisting of disintegrated rock with an admixture of organic material and soluble salts.

3. Plant Pests to be Free of Soil. Plant pests moved interstate or into or through the United States must be free of soil, except when approved in the permit.
4. Labeling of Plant Pests and Soil Moved Under Permit. A label furnished by the USDA shall be attached to each parcel as evidence that the movement of the plant pests or soil is authorized. The label also shall disclose the contents of the parcel.
5. Courtesy Permits. Courtesy permits may be issued by the USDA for movement of organisms which are not regulated under the Federal Plant Pest Act or any other act to facilitate movement which might be impeded because of similarity of the organisms to others which are regulated under the act. Such permits also may be issued by the USDA on request from any agency for organisms regulated under some other act.

6. Permits Issued by Other Agencies. Inspectors shall recognize permits for the movement of organisms issued by other Federal agencies under other acts. If the organism is also a plant pest, it is subject to other conditions that may be required; however, no additional USDA permit is required.
7. University of California and State University and College Quarantine Representatives. Chairs of departments of the University of California and State University and Colleges may appoint a member of the faculty to serve as the Departmental Quarantine Representative.

Applications for permits to move plant pests or soil shall be reviewed by the Departmental Quarantine Representative and, if approved, forwarded to the California Department of Food and Agriculture, Pest Exclusion, Permits and Regulations, 1220 N Street, Sacramento, California 95814.

The Departmental Quarantine Representative should supply any facts not furnished in the application which may aid the State and the USDA in evaluating the permit request.

The Departmental Quarantine Representative should not recommend approval of the permit application if the movement or subsequent use and handling of the plant pest or soil would present danger of disseminating a plant pest in California.

The Departmental Quarantine Representative shall take into consideration the following points when reviewing a permit application:

- a. Are safeguards adequate to prevent plant pest dissemination?
- b. Does the destructive potential of the plant pest, should it escape, outweigh the probable benefits to be derived from its proposed movement and use?
- c. Has the applicant failed to maintain safeguards or observe conditions prescribed in a previously issued permit or failed to demonstrate ability or intent to observe such safeguards or conditions in the future?
- d. Is the proposed pest movement or use adverse to the conduct of an eradication, suppression, control, or other regulatory program of the California Department of Food and Agriculture?

The Departmental Quarantine Representative should recommend in writing cancellation of any existing permit, which he/she originally approved, and destruction of pests authorized by the permit whenever:

- a. Information is received subsequent to the issuance of the permit of circumstances which constitute cause for denial of a permit application as stated in paragraphs a, b, c and d above; or

b. The permittee has not maintained the safeguards or observed the conditions specified in the permit or in any applicable regulation or administrative instruction.

8. Unsolicited Plant Pests and Soil. No exemptions are made in the Federal Plant Pest Act and regulations for plant pests and soil sent without the previous knowledge of the intended receiver. In most cases, unsolicited plant pests or soil samples are sent to specialists for identification or analysis. If the shipment is by mail or parcel post and is not conspicuously labeled as to contents, it may not be held by the carrier for agricultural inspection en route. It is important, therefore, that the county agricultural commissioners locate and maintain contact with all laboratories which may receive such material so that the receiver will report the arrival of unsolicited plant pests and soil to the commissioner.

A general continuing permit may be issued to a specialist or to a Departmental Quarantine Representative on behalf of staff members who expect to receive unsolicited material. If such a permit is issued, the specialist or the Departmental Quarantine Representative on behalf of the staff members shall agree to the following:

- a. Maintain and submit a record to the County Agricultural Commissioner of the arrival of all plant pests and soil samples received without a specific permit obtained in advance.
- b. Use precaution when opening any parcel which may contain a plant pest to prevent its escape.
- c. Immediately report to the Pest Exclusion Unit of the California Department of Food and Agriculture and the County Agricultural Commissioner the identification of any highly injurious plant pests received which are not of common occurrence in the county.
- d. Destroy all plant pests and soil samples after identification or laboratory tests, or apply for a specific permit if retention if the plant pest or soil is desired or if plant inoculation is required to make or verify pest identification.

9. Routing and Processing Permit Application Forms. USDA permit application forms (PPQ Form 526 for live plant pests and PPQ Form 525 for soil) will be furnished to Departmental Quarantine Representatives and to other persons on request to the California Department of Food and Agriculture, Pest Exclusion, Permits and Regulations, 1220 N Street, Sacramento, California 95814.

The applicant shall complete the appropriate portion of the application form. If the application is from staff at the University of California or State University and Colleges, it shall be signed by the Departmental Quarantine Representative. The application shall be forwarded to the Special Assistant, Permits and Regulations, Pest Exclusion, California Department of Food and Agriculture, 1220 N Street, Sacramento, California 95814, for evaluation and recommendations by pest specialists.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE DEPARTMENT OF PESTICIDE REGULATION AND THE
CALIFORNIA AGRICULTURAL COMMISSIONERS AND SEALERS
ASSOCIATION
FOR THE SHARING OF MAINTENANCE AND SUPPORT COSTS FOR
CALAGPERMITS AND CALPEATS

BACKGROUND

California has the most robust set of laws governing pesticide sales and use in the country. With 58 counties responsible for local enforcement of these laws, it is very important to standardize and streamline activities across the state. CalAgPermits and the California Pesticide Enforcement Activity Tracking System (CalPEATS) are statewide Web-based systems used by Department of Pesticide Regulation (DPR) and County Agricultural Commissioner (CAC) staff to manage pesticide use enforcement activities. CalAgPermits is used to issue and track operator IDs, restricted material permits, and pesticide use reporting. CalPEATS is used to track enforcement activities including site inspections, incidents, and violations in the allocation of mill assessment funds. The use of these standardized systems to track all interrelated pesticide use compliance and enforcement activities increases regulatory compliance and accuracy of reporting while at the same time reducing DPR and CAC resources needed to manage these activities. DPR's ability to oversee the CAC's pesticide use enforcement programs and allocate mill assessment funds for CAC regulatory activities is dependent on CalAgPermits and CalPEATS remaining functional.

PURPOSE

The purpose of this memorandum of understanding (MOU) between the California Agricultural Commissioners and Sealers Association (CACASA) and DPR (the parties) is to ensure the continued operation of CalAgPermits and CalPEATS systems. California's pesticide regulatory program relies on both CalAgPermits and CalPEATS. Under this MOU both systems will continue to serve and advance the goals and objectives of both parties.

PRINCIPLES OF AGREEMENT

DPR Roles and Responsibilities

1. DPR will cover the costs required to maintain and support the CalAgPermits and CalPEATS systems except as otherwise provided.

DPR and CACASA Roles and Responsibilities

1. DPR and CACASA will share equally in the costs of program coordination and project management of the systems; except that DPR's contribution to support the Executive Director position shall not exceed the amount agreed to in the contract approved February 9, 2018 (see Attachment A).
2. DPR and CACASA will discuss and mutually approve any system maintenance or enhancements to ensure that the systems remain beneficial to both parties and do not affect the quality of data being collected and reported. DPR and CACASA recognize that system enhancements may provide the parties with mutual, indirect, or no benefit and that the respective contributions of the parties for costs should reflect the benefit received. DPR and CACASA further agree that if any proposed system enhancement would not benefit one of the parties, that party would not be responsible for any cost associated with the enhancement, including the costs of development and maintenance.

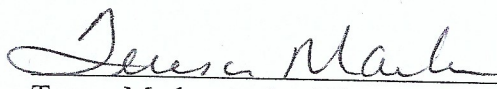
CACASA Roles and Responsibilities

1. CACASA will coordinate with CACs to ensure that CalAgPermits and CalPEATS are used for issuing and tracking operator IDs and restricted material permits, for reporting pesticide use, and for other regulatory activities.
2. CACASA agrees that any money collected from reports generated using the information collected in CalAgPermits or CalPEATS systems will only be used to enhance, maintain, and support these systems and shall be deducted from any shared costs.

Duration and Modification

This MOU will become effective when signed by both parties. This MOU may be amended at any time by the mutual written consent of both parties and will be reviewed every five years to address any issue or concerns raised by the parties.

DEPARTMENT OF PESTICIDE REGULATION



Teresa Marks, Acting Director

3/6/2019
Date

CALIFORNIA AGRICULTURAL COMMISSIONERS AND SEALERS ASSOCIATION



Sandy Elles, Executive Director

2-20-19
Date

MEMORANDUM OF UNDERSTANDING (MOU)

by and between

California Department of Food and Agriculture (CDFA)

and

California Agricultural Commissioners and Sealers Association (CACASA)

relating to the

State-County Cooperative Industrial Hemp Cultivation Program

I. PARTIES

The parties to this Memorandum of Understanding (MOU) are the California Department of Food and Agriculture (CDFA) and the California Agricultural Commissioners and Sealers Association (CACASA), each individually referred to as a party (Party) or collectively as the parties (Parties).

II. BACKGROUND

The Food and Agricultural Code (FAC) Division 24 requires growers of industrial hemp and seed breeders to register with county agricultural commissioners before growing industrial hemp. When a registrant wishes to alter the land area or change the seed cultivar grown, the registrant must notify and obtain approval from the agricultural commissioner in which the registrant is growing hemp. All registration information must be forwarded to CDFA. Chapter 8, Division 4, Title 3 of the California Code of Regulations implements FAC Division 24.

III. AUTHORITIES

- A. The CDFA enters into this MOU with authority under FAC Division 24 to implement an industrial hemp program. The FAC section 482 authorizes CDFA to enter into cooperative agreements with associations for the purpose of administering and enforcing the FAC.
- B. CACASA enters into this MOU with authority under FAC section 2003 to act as the representative body on behalf of the county agricultural commissioners. Under Article II of its bylaws, CACASA promotes uniformity in methods and practice of enforcing laws and regulations among counties, according to the California State Regulatory Plan.

IV. STATEMENT OF PURPOSE

This MOU sets forth recommended enforcement responsibilities for Division 24 among CDFA and county agricultural commissioners. Though this MOU does not bind individual counties to carry out enforcement, the MOU is intended to facilitate

uniformity among county systems of enforcement and complement those of CDFA through CACASA's role as liaison among counties and between counties and CDFA.

V. RESPONSIBILITIES

The CDFA agrees to:

- A. Allocate funds from the Department of Food and Agriculture Fund, as described in FAC section 221, for disbursement to county agricultural commissioners pursuant to industrial hemp regulatory enforcement contracts to cover the ACTUAL costs of the commissioners' industrial hemp cultivation, public outreach and training programs. Provide contracts to cover ACTUAL costs for the purpose of registration, investigation and enforcement non-registered, non-compliant industrial hemp cultivation.
- B. Develop and maintain a centralized statewide registration data system based on data received from the county agricultural commissioners, which shall include GPS coordinates for all registered sites.
- C. Provide Counties with compliance history of persons/businesses including, but not limited to, violations, revocations, or persons/businesses ineligible to be registered once actions are fully adjudicated.
- D. Establish, coordinate, and supervise a uniform industrial hemp registration and regulatory enforcement program.
- E. Develop and distribute forms and templates as necessary to maintain compliance to county agricultural commissioners and industry for all industrial hemp activities.
- F. Develop and distribute a standard monthly reporting form to county agricultural commissioners for industrial hemp registration and regulatory enforcement activities conducted by the county agricultural commissioners.
- G. Provide regular updates to county personnel for industrial hemp activities including but not limited to regulations, registration, cultivation, sampling, notice of violations, destruction and Industrial Hemp Advisory Board activities.
- H. Issue guidelines and regulations to county agricultural commissioners and industry for registration and regulatory enforcement. Inform county agricultural commissioners, prior to changes in regulation.
- I. Be the lead agency and provide guidance to county agricultural commissioners on multi-County and interstate regulatory enforcement issues.
- J. Provide training to county agricultural commissioners and staff as needed on regulatory policy and procedures, including registration, inspection and documentation according to the State's industrial hemp program.

CACASA agrees to represent the interests of the county agricultural commissioners as they:

- A. Enforce industrial hemp registration and/or notification requirements for all hemp growers within the county in accordance with Division 24 of the FAC and Title 3 of the California Code of Regulations.
- B. Maintain records of registration, sampling, testing, and other records necessary for regulatory enforcement. Forward copies of registration forms and related data to the CDFA along with registration fees.
- C. Perform inspections, sampling, and regulatory enforcement activities as needed to comply with all California laws, regulations, and agreements pertaining to industrial hemp.
- D. Train county personnel to perform effective inspections, sampling, and regulatory enforcement activities.
- E. Report sampling, testing and regulatory enforcement activities to the CDFA pursuant to industrial hemp cultivation program scope of work and cooperative agreements between CDFA and county agricultural commissioners.
- F. Investigate all complaints of violations of state industrial hemp laws and regulation and coordinate with local law enforcement, as necessary, to take appropriate enforcement action regarding industrial hemp cultivation within the county.

VI. **GENERAL TERMS**

A. Period of Performance

This MOU shall become effective upon signature of the Parties and shall remain in force for two (2) years or until terminated in writing by any Party, according to Section V. C. of the MOU. At the end of the two-year period the responsibilities described in this document may be extended with the issuance of a written amendment executed by the authorized representatives of the Parties.

B. Modifications

This MOU may be modified during the period of performance only by written instruments signed by authorized representatives of all Parties.

C. Termination

Any Party may terminate its participation in this MOU at any time during the period of performance upon issuing a 15-day written notice to the other Party. Upon receipt of

such notice, the other Party shall decide whether it desires to continue performance under this MOU once the terminating Party stops performing.

This MOU may be immediately terminated by either Party if the other Party fails to comply with any material obligation provided in this MOU.

D. Signatures

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this memorandum, on the date(s) set forth below.



4/25/2024

Lisa Herbert, President

Date

California Agricultural Commissioners & Sealers
Association

Karen Ross, Secretary

Date

California Department of Food and Agriculture

**California Agricultural Commissioners and Sealers Association
California Department of Cannabis Control
California Department of Pesticide Regulation**

COMMERCIAL CANNABIS CULTIVATION MEMORANDUM OF UNDERSTANDING

On May 30, 2019, the California Agricultural Commissioners and Sealers Association (CACASA), CalCannabis within the California Department of Food and Agriculture (CDFA), and the California Department of Pesticide Regulation (CDPR) adopted Commercial Cannabis Expectations and Guidelines, which outlined the mutual objectives associated with commercial cannabis cultivation. Since the adoption of the Commercial Cannabis Expectations and Guidelines, the commercial cannabis licensing and regulatory structure was simplified by consolidating the three legacy commercial cannabis regulatory entities, CalCannabis, the Bureau of Cannabis Control, and the Manufactured Cannabis Safety Branch, into one new state department, the Department of Cannabis Control (DCC) on July 12, 2021.

This Memorandum of Understanding is intended to restate the guidelines and expectations of CACASA, DCC, and CDPR in jurisdictions where legal commercial cannabis cultivation is allowed.

ROLES AND RESPONSIBILITIES

County Agricultural Commissioners/Sealers (CACs): Have primary responsibility for providing enforcement and guidance regarding the state's pesticide use and weights and measures laws and regulations.

Department of Cannabis Control (DCC): Is responsible for licensing and regulating commercial cannabis cultivation, manufacturing, distribution, retail, microbusinesses, testing laboratories, and cannabis events. It is responsible for providing compliance inspections and investigations of state-commercial cannabis licensees in compliance with the Medicinal and Adult-Use Cannabis Regulation and Safety Act and the DCC's implementing regulations.

California Department of Pesticide Regulation (CDPR): Is responsible for providing pesticide use enforcement oversight and guidance on the safe and proper use of pesticides on licensed commercial cannabis premises.

OBJECTIVE

The objective of this document is to ensure consistency and consultation by and between all parties related to the compliance and enforcement of commercial cannabis activities.

COMMUNICATION RELATED TO ENFORCEMENT OR COMPLIANCE ACTIONS:

CACs will notify DCC of potential issues or concerns related to state licensure requirements at commercial cannabis operations of which the CACs become aware.

DCC will notify the affected CAC(s) of any potential violations or concerns related to pesticide use or the application of weights and measures requirements, DCC's consideration of the suspension of a provisional or annual license, the revocation of a provisional or annual license, the issuance of a citation to a provisional or annual license, or the denial of renewal of a provisional or annual license resulting from an inspection performed or finding identified by a DCC staff member.

PEST MANAGEMENT PLANS:

Applicants for state commercial cannabis licensure are required to attest that they will contact their CAC(s) regarding pesticide use, storage, disposal, and training requirements prior to receiving an annual license. This does not obligate CACs or their staff to review pest management plans provided by cannabis cultivators. The responsibility falls to the applicant or licensee to adhere to the signed attestation provided with their application for commercial cannabis licensure to engage in allowable cultivation activities. However, nothing in this MOU prevents the CAC(s) from reviewing and providing suggestions to cannabis cultivators or taking enforcement action regarding their pest management plans and compliance with pesticide-related laws and regulations.

PROFESSIONAL DEVELOPMENT / TRAINING PROGRAMS:

CACASA, DCC, and CDPR will provide training and guidance, on an “as requested basis,” to one another regarding their respective areas of program authority and expertise.

WEIGHTS AND MEASURES:


The duty of enforcing weights and measures laws and regulations is vested in the Secretary of the California Department of Food and Agriculture (CDFA) and in each County Sealer acting under the supervision and direction of the Secretary.

DCC’s implementing regulations require licensees who are authorized to engage in regulated activities to comply with certain device and weighmaster requirements (Cal. Code Regs., Tit. 4, § 17221) as enforced by county sealers under the Secretary's authority. A County Sealer shall regulate cannabis licensees equally in the same manner as other business entities that must comply with those provisions in Business and Professions Code, Division 5.

DISTRIBUTION OF THIS DOCUMENT


This document shall be distributed to every regulatory entity's representative involved in implementation of this agreement.

Adopted January 19, 2024




Lisa Herbert,
CACASA President

1/19/2024
Date



Jeff Merriman,
DCC Deputy Director of Compliance

1/19/2024
Date



Julie Henderson
CDPR Director

1/19/2024
Date

Memorandum of Understanding by and
between the California Department of Food and Agriculture (CDFA) and California
Agricultural Commissioners and Sealers Association (CACASA)
Agreement No. 23-0717-000-MU

BeeWhere Payment Portal System

Purpose:

1. To promote a strong partnership through the CDFA and CACASA to acquire services to integrate the BeeWhere application with CDFA's payment portal solution, First Data (aka Fiserv), that will allow beekeepers to access the BeeWhere software system, and to pay online apiary registration fees from the original county of registration (home county).

CDFA Responsibilities:

1. CDFA will provide the services described in this MOU at no cost to CACASA.
2. CDFA will provide a secure interface for the BeeWhere application to pay apiary registration fees online using the CDFA First Data ePay provider, interface specifications provided by CDFA.
3. CDFA shall immediately report to CACASA all actual or threatened security breaches and cyberattacks on the CDFA interface.
4. CDFA will maintain a bank account into which payments will be deposited and monitor the transactions sent through the secure interface for potential misuse or cyber-attack.
5. CDFA will reconcile against the actual monies received in the account and resolve any discrepancies.
6. CDFA will generate reports from First Data to identify pertinent information for CACASA to notify users of BeeWhere of a security breach, and these reports will be available to CACASA upon request.

CACASA Responsibilities:

1. CACASA will provide the services described in this MOU at no cost to CDFA.
2. CACASA will provide its existing platform and services for the BeeWhere application.
3. CACASA will execute the necessary modifications for the BeeWhere application to communicate with the CDFA interface in accordance with the CDFA provided interface specification.
4. CACASA will provide CDFA with the IP addresses that will be used to access the CDFA interfaces and only change the IP addresses after notification to CDFA, provided that the IP addresses may be immediately changed or shut down in the

event of a cyberattack or other security breach as needed to protect CACASA's BeeWhere software and data.

5. Upon receiving First Data Report information from CDFA, if a security breach occurs, CACASA will notify BeeWhere users.
6. The CDFA provided interface shall only be used for the BeeWhere application and to collect fees on behalf of CDFA.
7. CACASA shall immediately report to CDFA all security breaches or other successful cyber-attacks on the BeeWhere application once identified.

MOU Review

This MOU regards a collaborative effort between CDFA and CACASA, to carry out the collection of payments on behalf of CDFA. The MOU may be renewed at the end of the term, with changes. Parties to this MOU may terminate within 60 calendar days of issuing written notice to the others.

During the course of the 60-day period, the parties shall communicate in good faith regarding any reasons for the issuance of the notice in an attempt to keep the MOU in effect, provided that either party retains the right to terminate without cause at the conclusion of the period.

Term

This MOU shall be effective once signed by both parties and shall remain in force for a period of two (2) years, unless terminated earlier by mutual agreement of the parties. Upon expiration of the agreed upon term, the parties may choose to renew or extend the MOU by mutual consent.

Parties to the Agreement: 23-0717-000-MU

California Department of Food and Agriculture

Dr. Andrew R, Cline, Acting Director
Plant Health & Pest Prevention Services Division

Date

California Agricultural Commissioners and Sealers Association

Lindsey Liebig
Executive Director

Date



APPENDICES

Appendix A



California Agricultural Commissioners and Sealers Association

Conflict of Interest Policy

SECTION 1. PURPOSE:

California Agricultural Commissioners and Sealers Association (CACASA) is a nonprofit, tax-exempt organization. Maintenance of its tax-exempt status is important both for its continued financial stability and for continued member support. Therefore, the IRS as well as state regulatory and tax officials view the operations of CACASA as subject to scrutiny by, and accountable to, such governmental authorities as well as to its members.

Consequently, there exists between CACASA and its Board of Directors, officers, and management employees a fiduciary duty that carries with it a broad and unbending duty of loyalty and fidelity. The Board, officers, and management employees have the responsibility of administering the affairs of CACASA honestly and prudently and of exercising their best care, skill, and judgment for the sole benefit of CACASA. Those persons shall exercise the utmost good faith in all transactions involved in their duties, and they shall not use their positions with CACASA or knowledge gained therefrom for their personal benefit. The interests of CACASA must be the first priority in all decisions and actions.

SECTION 2. PERSONS CONCERNED:

This statement is directed not only to directors and officers, but to all employees who can influence the actions of CACASA. For example, this would include all who make purchasing decisions, all persons who might be described as “management personnel,” and anyone who has proprietary information concerning CACASA.

SECTION 3. AREAS WHEREIN CONFLICT MAY ARISE:

Conflicts of interest may arise in the relations of directors, officers, and management employees with any of the following third parties:

1. Persons and firms supplying goods and services to CACASA.
2. Persons and firms from whom CACASA leases property and equipment.
3. Persons and firms with whom CACASA is dealing or planning to deal in connection with the gift, purchase or sale of real estate, securities, or other property.
4. Competing or affinity organizations.
5. Donors and others supporting CACASA.
6. Agencies, organizations, and associations that affect the operations of CACASA.
7. Family members, friends, and other employees.

SECTION 4. NATURE OF CONFLICTING INTEREST:

A conflicting interest may be defined as an interest, direct or indirect, with any persons, organizations or firms mentioned in Section 3. Such an interest might arise through:

1. Owning stock or holding debt or other proprietary interests in any third party dealing with CACASA.
2. Holding office, serving on the board, participating in management, or being otherwise employed (or formerly employed) with any third party dealing with CACASA.
3. Receiving remuneration for services with respect to individual transactions involving CACASA.
4. Using CACASA's time, personnel, equipment, supplies, or good will for other than CACASA-approved activities, programs, and purposes.
5. Receiving personal gifts or loans from third parties dealing or competing with CACASA. Receipt of any gift or loan from a third party must be consistent with the requirements found in the California Fair Political Practices Commission's Limitations and Restrictions on Gifts, Honoraria, Travel and Loans as found in FPPC Form 700, Statement of Economic Interests.

SECTION 5. INTERPRETATION OF THIS STATEMENT OF POLICY:

The areas of conflicting interest listed in Section 3, and the relations in those areas which may give rise to conflict, as listed in Section 4, are not exhaustive. Conflicts might arise in other areas or through other relations. It is assumed that the directors, officers, and management employees will recognize such areas and relations by analogy.

The fact that one of the interests described in Section 4 exists does not necessarily mean that a conflict exists, or that the conflict, if it exists, is material enough to be of practical importance, or if material, that upon full disclosure of all relevant facts and circumstances it is necessarily adverse to the interests of CACASA.

However, it is the policy of the Board that the existence of any of the interests described in Section 4 shall be disclosed before any transaction is consummated. It shall be the continuing responsibility of the Board, officers, and management employees to scrutinize their transactions and outside business interests and relationships for potential conflicts and to immediately make necessary and appropriate disclosures.

SECTION 6. DISCLOSURE POLICY AND PROCEDURE:

Transactions with parties with whom a conflicting interest exists may be undertaken only if all the following are observed:

1. The conflicting interest is fully disclosed;
2. The person with the conflict of interest is excluded from the discussion and approval of such transaction;
3. A competitive bid or comparable valuation exists; and
4. The Board or a duly constituted committee thereof has determined that the

transaction is in the best interest of the organization.

Disclosure in CACASA should be made to the President who shall bring the matter to the attention of the Board or a duly constituted committee thereof. Disclosure involving directors should be made to the President, or if she or he is the one with the conflict, then to the President-Elect, who shall bring these matters to the Board or a duly constituted committee thereof.

The Board or a duly constituted committee thereof shall determine whether a conflict exists and, in the case of an existing conflict, whether the contemplated transaction may be authorized as just, fair, and reasonable to CACASA. The decision of the Board or a duly constituted committee thereof on these matters will rest in their sole discretion, and their concern must be the welfare of CACASA and the advancement of its purposes.

I hereby acknowledge and confirm that I have read and understand CACASA's conflict of interest policy and that I agree to comply with it. If I become aware of any information that might indicate the existence of a conflict of interest or that I have not complied with this policy, I will immediately notify the President.

Signature

Date

Print Name

Appendix B



CALIFORNIA AGRICULTURAL COMMISSIONERS AND SEALERS ASSOCIATION

DRUG FREE WORKPLACE POLICY

California Agricultural Commissioners and Sealers Association (CACASA) is committed to protecting the safety, health, and well-being of its employees and all people who come into contact with its workplace(s) and property, and/or use its products and services.

Recognizing that drug and alcohol abuse pose a direct and significant threat to this goal, CACASA is committed to ensuring a substance-free working environment for all its employees.

CACASA therefore strictly prohibits the illicit use, possession, sale, conveyance, distribution, or manufacture of illegal drugs, intoxicants, or controlled substances in any amount or in any manner.

In addition, CACASA strictly prohibits the abuse of alcohol or prescription drugs.

CACASA believes that drug use and abuse is an illness requiring medical treatment. In this regard, the association will:

- (a) Encourage affected individuals to voluntarily seek medical help.
- (b) Assist supervisors in dealing with associated problems related to the employee's work performance.
- (c) Discourage supervisors, fellow employees, and possibly family members from "covering up" for the affected individual.

If the employee seeks help prior to discovery of drug use and abuse, then confidentiality, job security, and promotional opportunities of the employee will be protected; if the employee does not seek help for drug abuse, and the problem comes to the attention of the company, then the employee will be subject to disciplinary action.

The company may refer an employee to a drug use and abuse counseling agency for help because of deteriorating job performance or excessive absenteeism of the employee associated with use and abuse of drugs.

Any violation of this policy will result in adverse employment action up to and including dismissal and referral for criminal prosecution.



Appendix C

California Agricultural Commissioners and Sealers Association

Harassment-Free Workplace Policy

Purpose

California Agricultural Commissioners and Sealers Association (CACASA) is committed to providing a work environment that is free from all forms of discrimination and harassment that CACASA deems inappropriate. Our goal is to strive for a productive and pleasant working environment based on mutual respect that reflects the highest level of ethical and lawful conduct.

Scope

This policy applies to all CACASA executives, managers, supervisors, members, employees, customers, vendors, applicants and independent contractors (providing services under a contract). This policy applies at all CACASA locations, CACASA-sponsored social or other events, as well as activities at which you represent CACASA.

Policy

CACASA strictly prohibits any unwelcome conduct in the workplace that is based on a person's age over 40, ancestry, citizenship, color, national origin, political affiliation, pregnancy, childbirth or related medical conditions, marital or registered domestic partner status, race, religion, sex, gender identity, sexual orientation, military or veterans' status, physical or mental disability, or medical condition, or the perception that a person has any of the above characteristics, or that the person is associated with a person who has, or is perceived to have, any of the above characteristics, or any other basis protected by federal, state, local law, ordinance, or regulation.

Additionally, CACASA will not tolerate its customers, outside vendors or any third party harassing any of its executives, managers, supervisors, employees, applicants or independent contractors.

Prohibited Conduct

Harassment includes any unwelcome verbal, physical or visual conduct that denigrates or shows hostility or aversion toward a person or the person's relatives, friends or associates because of a particular protected status. Harassment may be overt or subtle and involves any conduct that makes someone uncomfortable being at work. For example, behavior that may be acceptable in a social setting may not be appropriate in the workplace. Harassing conduct also has the purpose or effect of substantially interfering with a person's work performance, or creating an

intimidating, hostile or offensive working environment or otherwise affecting a person's employment opportunities.

Examples of prohibited conduct include but are not limited to:

- **Verbal** Innuendoes, slurs, sexually suggestive comments, jokes of a sexual nature, jokes based on a person's protected characteristics (whether actual, perceived or by association), threats, unwanted social invitations, lewd or derogatory comments or jokes, racial epithets, insults, sexual advances, requests for sexual favors, epithets, negative stereotyping, written or graphic material or jokes that show hostility or prejudice.
- **Visual/Non-Verbal** Sexually suggestive objects or pictures, graphic commentaries, cartoons, calendars, suggestive or insulting sounds, leering, whistling, obscene gestures, offensive materials sent by e-mail or Internet.
- **Physical** Unwanted physical contact of a sexual nature, including sexually suggestive or offensive touching, brushing up against the body, pinching, assault, coerced sexual intercourse, hitting or pushing, blocking or impeding movement.

Sexual Harassment

Sexual harassment deserves special attention and refers to behavior of a sexual nature that is unwelcome and personally offensive to its recipients. It can also be behavior that is simply abusive, with no sexual element, if it is directed at a person because of his or her sex. In addition, sexual harassment can be by a person of either the same or opposite sex. This policy also forbids harassment based upon a person's perceived gender—meaning that gender identity the person has adopted or is in the process of adopting.

An unwelcome sexual advance, request for sexual favor, or other verbal or physical conduct of a sexual nature constitutes "sexual harassment" when either explicitly or implicitly:

1. Submission to the conduct is a term or condition of employment (including hiring, compensation, promotion or retention);
2. Submission to or rejection of the conduct is used as a basis for decisions concerning that person's employment or engagement;
3. It unreasonably interferes with an employee's job performance; or
4. It creates an intimidating, hostile or offensive work environment.

Complaint Procedure

CACASA requires all executives, managers, supervisors, employees, and independent contractors to report any incidents of harassment forbidden by this policy immediately so that complaints can be quickly and fairly resolved. If you find conduct in the workplace that you believe is unwelcome or offensive, you may immediately inform the person engaging in the conduct in a clear and unambiguous manner that the conduct is unwelcome or offensive and that you want the conduct to stop.

However, if you are uncomfortable taking this action or if the conduct does not cease after you have warned the offending person(s) to stop, you should immediately bring your concern to your supervisor or any member of the Executive Board. Any employee who receives a complaint or witnesses suspected harassment should immediately inform any member of the Executive Board.

All allegations of harassment and discrimination are taken seriously. CACASA will undertake a prompt investigation ensuring confidentiality to the maximum extent possible. All executives, managers, supervisors and employees have an obligation to cooperate with any investigation. Should the investigation result in a finding of misconduct, CACASA will take appropriate remedial and/or disciplinary action. Anyone found to have engaged in harassment or discrimination or a co-worker or non-employee is subject to disciplinary action up to and including immediate discharge.

Any executive, manager, member or supervisor aware of but who fails to notify the Executive Board about a possible violation of this policy is subject to discipline up to and including discharge or censure.

The United States Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have incurred retaliation for resisting or complaining about suspected harassment, you may file a complaint with the appropriate agency. For more information, contact Human Resources or the DFEH (Sacramento Office) at:

2000 "O" Street, #120
Sacramento, CA 95814-5212
(800) 884-1684
TTY: (800) 700-2320

No Retaliation

CACASA does not tolerate any retaliation against anyone for reporting known or suspected prohibited harassment or for appropriately initiating or assisting in any investigation or action or proceeding resulting from a harassment investigation. Anyone found to have violated this anti-retaliation policy is subject to disciplinary action up to and including immediate discharge or censure.



HARASSMENT-FREE WORKPLACE POLICY AND COMPLAINT PROCEDURES

ACKNOWLEDGMENT

I certify that I have received, read and agree to comply with the terms of my employer's Harassment-Free Workplace Policy and Complaint Procedures.

Employee Name

Employee Signature

Date



Appendix D

California Agricultural Commissioners and Sealers Association

Record Retention and Document Destruction Policy

The corporate records of California Agricultural Commissioners and Sealers Association and its subsidiaries (organization) are important assets. Corporate records include essentially all records you produce as an employee, whether paper or electronic. A record may be as obvious as a memorandum, an e-mail, a contract, or a case study, or, something not as obvious, such as a computerized desk calendar, an appointment book, or an expense record.

The law requires the organization to maintain certain types of corporate records, usually for a specified period of time. Failure to retain those records for those minimum periods could subject you and the organization to penalties and fines, cause the loss of rights, obstruct justice, spoil potential evidence in a lawsuit, place the organization in contempt of court, or seriously disadvantage the organization in litigation.

The organization expects all employees to fully comply with any published records retention or destruction policies and schedules, provided that all employees should note the following general exception to any stated destruction schedule: If you believe, or the organization informs you, that organization records are relevant to litigation, or potential litigation (i.e., a dispute that could result in litigation), then you must preserve those records until the legal department determines the records are no longer needed. That exception supersedes any previously or subsequently established destruction schedule for those records. If you believe that exception may apply, or have any question regarding the possible applicability of that exception, please contact your supervisor or the CACASA President.

From time to time the organization establishes retention or destruction policies or schedules for specific categories of records to ensure legal compliance, and also to accomplish other objectives, such as preserving intellectual property and cost management. Several categories of documents that bear special consideration are identified below. While minimum retention periods are suggested, the retention of the documents identified below and of documents not included in the identified categories should be determined primarily by the application of the general guidelines affecting document retention identified above, as well as any other pertinent factors.



Appendix E

CALIFORNIA AGRICULTURAL COMMISSIONERS AND SEALERS ASSOCIATION

WHISTLEBLOWER POLICY

General

California Agricultural Commissioners and Sealers Association's (CACASA) Code of Conduct (Code) requires directors, officers, and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of CACASA, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

Reporting Responsibility

It is the responsibility of all directors, officers, and employees to comply with the Code and to report violations or suspected violations in accordance with this Whistleblower Policy.

No Retaliation

No director, officer, or employee who in good faith reports a violation or suspected violation of the Code shall suffer harassment, retaliation, or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within CACASA prior to seeking resolution outside the organization.

Reporting Violations

CACASA maintains an open-door policy and suggests that employees share their questions, concerns, suggestions, or complaints with someone who can address them properly. In most cases, an employee's supervisor is in the best position to address an area of concern. However, if you are not comfortable speaking with your supervisor or you are not satisfied with your supervisor's response, you are encouraged to speak with the CACASA President or any member of the Executive Board with whom you are comfortable approaching. Supervisors, managers and the executives are required to report suspected violations of the Code of Conduct to CACASA's compliance officer, who has specific and exclusive responsibility to investigate all reported violations. For suspected fraud, or when you are not satisfied or uncomfortable with following CACASA's open-door policy, individuals should contact CACASA's compliance officer directly.

Compliance Officer

The compliance officer is responsible for investigating and resolving all reported complaints and allegations concerning violations of the Code and, at his or her discretion, shall advise the Executive Committee. The compliance officer has direct access to the Executive Committee of the Board. The President is designated by the Board of Directors as the compliance officer.

Accounting and Auditing Matters

The Executive Committee of the Board shall address all reported concerns or complaints regarding corporate accounting practices, internal controls, or auditing. The compliance officer shall immediately notify the Executive Committee of any such complaint and work with the Committee until the matter is resolved.

Acting in Good Faith

Anyone filing a complaint concerning a violation or suspected violation of the Code must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of the Code. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Handling of Reported Violations

The compliance officer will notify the sender and acknowledge receipt of the reported violation or suspected violation within 7 business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

I hereby acknowledge and confirm that I have read and understand CACASA’s Whistleblower Policy and that I agree to comply with it. If I become aware of any information that might indicate the existence of a violation, I will report the violation or suspected violation in accordance with this Whistleblower Policy. If I become aware that I have not complied with this Whistleblower Policy, I will immediately notify the President.

Signature

Date

Print Name



HISTORICAL LIST OF OFFICERS

California Agricultural Commissioners and Sealers Association

Updated: 05/01/2024



Record of Association Officers

Year	Conference Date	Conference Location	President	Vice President	Exec. Secretary
1910	Dec 6-10	Stockton	First annual conference of the Horticultural Commissioners		—
1915	Aug 25	San Francisco	First annual conference of the Weights & Measures Sealers		—
1910-11	Dec 19-21, 1911	Santa Rosa	Roy Bishop Orange		Harry P. Stabler Sutter
1911-12	Dec 10-14, 1912	Fresno	Roy Bishop Orange		Harry P. Stabler Sutter
1912-13	Dec 1-3, 1913	San Jose	R.P. Cundiff Riverside	R.S. Valile Ventura	WM. Garden San Joaquin
1913-14	Nov 11-12, 1914	Los Angeles	Harry Stabler Sutter	S.A. Pease San Bernardino	R.S. Vaile Ventura
1914-15	Nov 16-17, 1915	Visalia	WM. Wood Los Angeles	C.W. Beers Santa Barbara	O.E. Bremner Sonoma
1915-16	Nov 13-15, 1916	Napa	C.F. Collins Tulare	D.D. Sharp Riverside	H.G. Kercheral Sacramento
1916-17	Nov 19-24, 1917	Sacramento	D.D. Sharp Riverside	J.J. Fox Napa	F.P. Roullard Fresno
1917-18	Dec 9-10, 1918	Sacramento	F. Seulberger Alameda	H.M. Armitage San Diego	F.K. Howard Kings
1918-19	Nov 11-14, 1919	Chico	F. Seulberger Alameda	F.P. Roullard Fresno	F.C. Brosius Sacramento
1919-20	Nov 8-10, 1920	Fresno	G.R. Gorton San Diego	A.A. Brock Ventura	F.C. Brosius Sacramento
1920-21	Oct 24-26, 1921	Los Angeles	WM. Gould Yolo	H.J. Ryan Los Angeles	F.C. Brosius Sacramento
1921-22	Dec 11-12, 1922	Sacramento	H.J. Ryan Los Angeles	J.F. Benton Humboldt	A.H. Call Ventura
1922-23	Dec 4-7, 1923	Santa Ana	F.P. Roullard Fresno	J.P. Coy San Bernardino	A.H. Call Ventura
1923-24	Dec 8-12, 1924	Sacramento	A.A. Brock Orange	C.K. Turner Placer	A.H. Call Ventura
1924-25	Nov 2-4, 1925	Sacramento	C.K. Turner Placer	R.R. Mc Lean San Diego	A.H. Call Ventura
1925-26	May 13-15, 1926	San Diego	C.K. Turner Placer	R.R. Mc Lean San Diego	A.H. Call Ventura
1926-27	May 26-28, 1927	Visalia	R.R. Mc Lean San Diego	Frank Brann Tulare	A.H. Call Ventura
1927-28	May 16-18, 1928	Ventura	Frank Brann Tulare	A.E. Morrison Sacramento	F.P. Roullard Fresno
1928-29	May 22-24, 1929	Santa Rosa	A.H. Call Ventura	A.E. Morrison Sacramento	F.P. Roullard Fresno
1929-30	May 22-24, 1930	Redding	A.E. Morrison Sacramento	L.R. Cody Santa Clara	F.P. Roullard Fresno

Year	Conference Date	Conference Location	President	Vice President	Exec. Secretary
1930-31	May 13-15, 1931	Santa Barbara	A.E. Mahoney San Joaquin	E.S. Kellogg Santa Barbara	F.P. Rouillard Fresno
1931-32	May 10-12, 1932	Yreka	E.S. Kellogg Santa Barbara	G.B. Laing Alameda	F.P. Rouillard Fresno
1932-33	May 18-19, 1933	Salinas	E.S. Kellogg Santa Barbara	E.T. Hamlin Stanislaus	F.P. Rouillard Fresno
1933-34	May 9-11, 1934	Bakersfield	G.B. Laing Alameda	A.E. Bottel Riverside	F.P. Rouillard Fresno
1934-35	May 15-18, 1935	Sonora	G.B. Laing Santa Barbara	C.E. Berry Yolo	F.P. Rouillard Fresno
1935-36	May 13-15, 1936	Santa Cruz	A.E. Bottel Riverside	Max J. Leonard San Mateo	F.P. Rouillard Fresno
1936-37	June 7-9, 1937	Eureka	C.E. Berry Yolo Chas. H. Kinsley Merced	Chas. H. Kinsley Merced	F.P. Rouillard Fresno
1937-38	May 18-20, 1938	Santa Barbara	Walter Stile Butte	Earle Mills Humboldt	F.P. Rouillard Fresno
1938-39	June 13-16, 1939	San Francisco	Chas. H. Kinsley Merced	L.A. Burtch Kern	F.P. Rouillard Fresno
1939-40	May 22-24, 1940	Yosemite Valley	L.A. Burtch Kern	Frank Kellogg Santa Cruz	H.A. Crane Yuba
1940-41	May 21-23, 1941	Hollywood	Max J. Leonard San Mateo	WM. H. Wright Riverside	H.A. Crane Yuba
1941-42	May 20-22, 1942	Sacramento	Ted D. Urbahns Sutter	Milo M. Schrock Stanislaus	H.A. Crane Yuba
1942-43	May 27-28, 1943	San Francisco	WM. H. Wright Riverside	Chas. V. Dick Santa Cruz	Milo M. Schrock Stanislaus
1943-44	May 23-25, 1944	Sacramento	Milo M. Schrock Stanislaus	Dean Palmer San Diego	Romain Young Ventura
1944-45	Dec 7-8, 1945	Chico	Chas. V. Dick Santa Cruz	Earle Mills Humboldt	Fred Clark Placer
1945-46	May 22-24, 1946	Adams Springs	Earle Mills Humboldt	Milo M. Schrock Stanislaus	Fred Clark Placer
1946-47	May 20-22, 1947	Riverside	Chas. Hardy Yolo	Chet Barrett Ventura	Fred Clark Placer
1947-48	May 26-28, 1948	Shasta Springs	Dean Palmer San Diego	Arthur Worledge Yuba	Fred Clark Placer
1948-49	May 25-27, 1949	Santa Cruz	E.A. Danison Merced	Walter Cummings Santa Barbara	Fred Clark Placer
1949-50	May 24-26, 1950	Eureka	W.B. Saunders San Benito	John W. Dixon Fresno	Fred Clark Placer Max J. Leonard San Mateo
1950-51	May 23-25, 1951	Strawberry Lodge	B.F. Stroup Shasta	Harold Crane San Bernardino	Max J. Leonard San Mateo

Year	Conference Date	Conference Location	President	Vice-President	Exec. Secretary
1951-52	May 14-16, 1952	San Diego	Walter Cummings Santa Barbara	L.O. Haupt Kings	Max J. Leonard San Mateo
1952-53	May 27-29, 1953	Hoberg's Lake County	L.O. Haupt Kings	George Pohl Solano	Max J. Leonard San Mateo
1953-54	May 12-14, 1954	Modesto	Norman G. Buhn Mendocino Howard T. McLean Madera	Howard T. Mc Lean Madera	Max J. Leonard San Mateo
1954-55	June 6-8, 1955	Feather River Inn	George A. Pohl Solano	Harold A. Crane San Bernardino	Percy F. Wright Sonoma
1955-56	May 30- June 1, 1956	Monterey	Dixson W. Tubbs Orange	John W. Dixon Fresno	Percy F. Wright Sonoma
1956-57	May 1-3, 1957	Palm Springs	John W. Dixon Fresno	A.L. Seeley Contra Costa	Percy F. Wright Sonoma
1957-58	June 3-5, 1958	Hoberg's Lake County	David T. Rayner Yuba	Robert M. Howie Riverside	Percy F. Wright Sonoma
1958-59	May 5-7, 1959	Santa Barbara	A.W. Worledge Yuba	C. Seldon Morley Kern	A.L. Seeley Contra Costa
1959-60	May 10-12, 1960	San Mateo	Harold A. Crane San Bernardino	Matt Mello Santa Cruz	W. Donald Thomas Humboldt
1960-61	April 4-7, 1961	Death Valley	C. Seldon Morley Kern	S.T. Ancell Tehama	W. Donald Thomas Humboldt
1961-62	May 22-25, 1962	Mt. Shasta City	Percy F. Wright Sonoma	Rex Lyndall Merced	C. Bruce Wade Shasta
1962-63	May 7-10, 1963	Fresno	Claude Finnell Imperial	Claude Bridges Kings	C. Bruce Wade Shasta
1963-64	May 12-15, 1964	Pasadena	S.T. Ancell Tehama	C. Bruce Wade Shasta	William Fitchen Orange
1964-65	May 18-21, 1965	Bijou	Matt Mello Santa Cruz	Leland Brown Glenn	William Fitchen Orange
1965-66	May 17-20, 1966	San Francisco	Robert M. Howie Riverside	Donald J. Black Butte	William Fitchen Orange
1966-67	May 16-19, 1967	San Diego	A.L. Seeley Contra Costa	Rex Lyndall Merced	William Fitchen Orange
1967-68	May 20-24, 1968	Stockton	Rex Lyndall Merced	C. Bruce Wade Shasta	William Fitchen Orange
1968-69	May 12-16, 1969	Kelseyville	C. Bruce Wade Shasta	R.M. Schneider San Bernardino	William Fitchen Orange
1969-70	May 11-15, 1970	Morro Bay	R.M. Schneider San Bernardino	R.L. Bozzini San Francisco	William Fitchen Orange

Year	Conference Date	Conference Location	President	Vice-President	Exec. Secretary
1970-71	May 10-13, 1971	Redding	R.L. Bozzini San Francisco	Ralph W. Lichty Los Angeles	William Fitchen Orange
1971-72	May 8-11, 1972	Yosemite	Ralph W. Lichty Los Angeles	Tom Shoemaker Alameda Donald J. Black Butte	William Fitchen Orange
1972-73	May 7-11, 1973	Victorville	Tom Shoemaker Alameda	Donald J. Black Butte L.J. Garrett, Jr. Del Norte Leland Brown Glenn	William Fitchen Orange
1973-74	May 20-24, 1974	Kelseyville	L.J. Garrett, Jr. Del Norte	Leland Brown Glenn J. Edmondson San Benito	William Fitchen Orange
1974-75	May 19-23, 1975	Monterey	Leland Brown Glenn	J. Edmondson San Benito Donald R. Hill Tehama	William Fitchen Orange
1975-76	May 24-28, 1976	Oxnard	J. Edmondson San Benito	Donald R. Hill Tehama Thomas E. Corn Fresno	William Fitchen Orange
1976-77	May 16-20, 1977	Eureka	Donald R. Hill Tehama	Thomas E. Corn Fresno Kenneth K. Little San Diego	
1977-78	May 22-26, 1978	Fresno	Thomas E. Corn Fresno	Kenneth K. Little San Diego Harry F. Mc Cracken Sonoma	Leland Brown Sacramento
1978-79	May 21-25, 1979	San Diego	Kenneth K. Little San Diego	Harry F. Mc Cracken Sonoma Paul B. Engler Los Angeles	Leland Brown Sacramento
1979-80	May 19-23, 1980	Lake Tahoe	Harry F. Mc Cracken Sonoma	Paul B. Engler Los Angeles Richard W. Nutter Monterey	Leland Brown Sacramento
1980-81	May 10-14, 1981	Santa Cruz	Paul B. Engler Los Angeles	Richard W. Nutter Monterey Alfred C. Perrin Sutter	Michael A. Greene Alameda
1981-82	May 10-14, 1982	Oxnard	Richard W. Nutter Monterey	Alfred C. Perrin Sutter Donald O. Cripe Madera	Michael A. Greene Alameda

Year	Conference Date	Conference Location	President	Vice-President	Exec. Secretary
1982-83	May 16-20, 1983	Lake Tahoe	Alfred C. Perrin Sutter	Donald O. Cripe Madera Graydon Hall, Jr. Santa Barbara	Michael A. Greene Alameda
1983-84	May 21-25, 1984	Monterey	Donald O. Cripe Madera	Graydon Hall, Jr. Santa Barbara John De Fremery Contra Costa	Michael A. Greene Alameda
1984-85	May 6-10, 1985	La Jolla	John De Fremery Contra Costa	Roger Birdsall San Bernardino Richard Lawley Solano (Deceased 12/30/84) Edmond Hale Siskiyou	Michael A. Greene Alameda
1985-86	April 28 – May 2, 1986	Redding	Roger Birdsall San Bernardino	Edmond Hale Siskiyou Stephen Bardesson Napa	John Taylor Nevada
1986-87	May 4-8, 1987	Bakersfield	Edmond Hale Siskiyou	Stephen Bardesson Napa	John V. Taylor Nevada
1987-88	May 16-20, 1988	Palm Springs	Stephen Bardesson Napa	Ed Romano Glenn E. Leon Spaugy Riverside	John De Fremery Contra Costa
1988-89	April 16-21, 1989	Eureka	Ed Romano Glenn	E. Leon Spaugy , Pres-Elect Los Angeles Ron Gilman , VP-AG Santa Barbara Richard Greek , VP-W&M San Luis Obispo	John De Fremery Contra Costa
1989-90	May 21-25, 1990	Lake Tahoe	E. Leon Spaugy Los Angeles Richard Greek San Luis Obispo	Richard Greek , Pres-Elect San Luis Obispo Erwin Eby , VP-AG San Joaquin Ron Gilman , VP-W&M Santa Barbara	Stephen J. Bardesson o Napa
1990-91	May 5-10, 1991	Costa Mesa	Richard Greek San Luis Obispo	Ron Gilman , Pres-Elect Santa Barbara Erwin Eby , VP-AG San Joaquin Monty Hopper , VP-W&M Kern	John Falkenstrom Humboldt

Year	Conference Date	Conference Location	President	Vice-President	Exec. Secretary
1991-92	May 17-24, 1992	Pleasanton	Ronald Gilman Santa Barbara	Jearl Howard , Pres-Elect Calaveras Michael Tanner , VP-AG Merced Monty Hopper , VP-W&M Kern	John Falkenstrom Humboldt
1992-93	April 26-30, 1993	Chico	Jearl Howard Calaveras	James Harnett , Pres-Elect Orange Michael Tanner , VP-AG Merced Mark Tognazzini , VP-W&M San Benito	John Falkenstrom Humboldt
1993-94	May 2-5, 1994	Lake Arrowhead	James Harnett Orange	Gerald A. Benincasa , Pres-Elect Tuolumne Michael Tanner , VP-AG Merced Frank Carl , VP-W&M Sacramento	Richard Price Butte
1994-95	May 15 -19, 1995	Monterey	Gerald A. Benincasa Tuolumne	Frank Carl , Pres-Elect Sacramento Mark Tognazzini , VP-AG San Benito Kathleen Thuner , VP-W&M Santa Cruz	Richard Price Butte
1995-96	May 6- 10, 1996	Eureka	Frank Carl Sacramento	Harry A. Krug , Pres-Elect Colusa Mike Tanner , VP-AG Merced David Moeller , VP-W&M Santa Cruz	Richard Price Butte
1996-97	May 5-9, 1997	Santa Maria	Harry A. Krug Colusa	Mark Tognazzini , Pres-Elect San Benito Richard Price , VP-AG Butte Monty Hopper , VP-W&M Kern	Paul Boch Nevada
1997-98	May 4-8, 1998	Kelseyville	Mark Tognazzini San Benito	Richard Price , Pres-Elect Butte Eric Lauritzen , VP-AG Sonoma Monty Hopper , VP-W&M Kern	Paul Boch Nevada

Year	Conference Date	Conference Location	President	Vice-President	Exec. Secretary
1998-99	May 24-28, 1999	South Lake Tahoe	Richard Price Butte	Eric Lauritzen , Pres-Elect Monterey Susan Cohen, VP-AG Solano Dave Frieders, VP-W&M San Francisco	Paul Boch Nevada
1999-2000	April 10-14, 2000	Holtville	Eric Lauritzen Monterey	Dave Whitmer , Pres-Elect Napa Dennis Bray , VP-AG Kings Susan Cohen , VP-W&M Solano	Paul Boch Nevada
2000-01	April 30-May 4, 2001	Visalia	Dave Whitmer Napa	Dennis Bray , Pres-Elect Kings Ed Meyer , VP-AG Contra Costa Cato Fiksdal , VP-W&M Los Angeles	Karl Bishop Plumas/Sierra
2001-02	May 6-10, 2002	Blairsden	Dennis Bray Kings	Ed Meyer , Pres-Elect Contra Costa Cato Fiksdal , VP-AG Los Angeles Mark Quisenberry , VP-W&M Sutter	Karl Bishop Plumas/Sierra
2002-03	May 19-23, 2003	South Lake Tahoe	Ed Meyer Contra Costa	Cato Fiksdal , Pres-Elect Los Angeles Mark Quisenberry , VP-AG Sutter Bill Stephans , VP-W&M Siskiyou	Ted Davis Kern
2003-04	May 10-14, 2004	Mammoth Lakes	Cato Fiksdal Los Angeles	Mark Quisenberry , Pres-Elect Sutter Mike Boitano , VP-AG Amador Dennis Gudgel , VP-W&M Stanislaus	Ted Davis Kern
2004-05	May 16-20, 2005	Redding	Mark Quisenberry Sutter	Jerry Prieto , Pres-Elect Fresno Bob Lilley , VP-AG San Luis Obispo Mike Boitano , VP-W&M Amador	Ted Davis/Ed Meyer Kern/Contra Costa

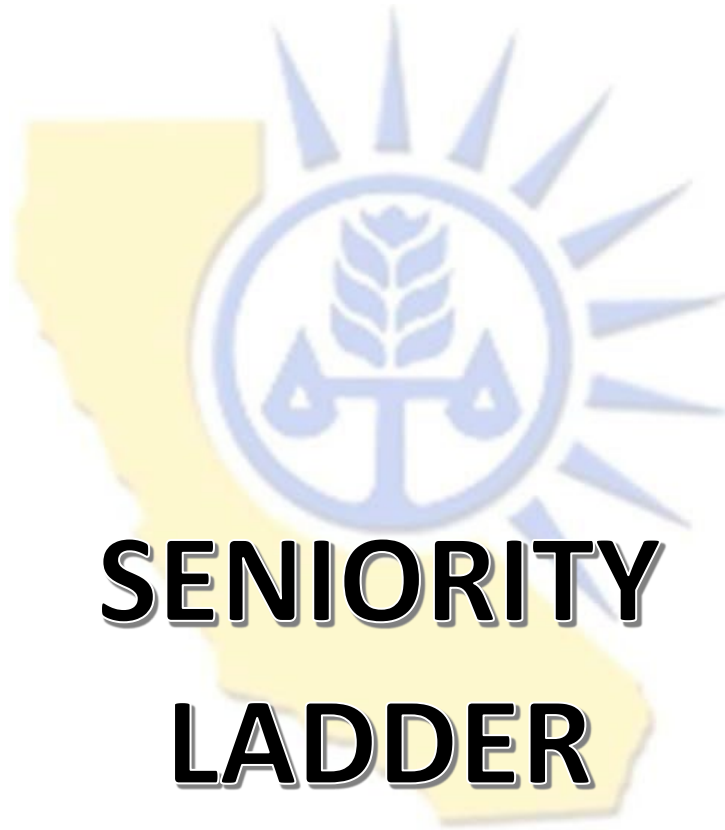
Year	Conference Date	Conference Location	President	Vice-President	Exec. Secretary
2005-06	May 1-5, 2006	San Luis Obispo	Jerry Prieto Fresno	Mike Boitano , Pres-Elect Amador Mary Pfeiffer , VP-AG Shasta Jim Delperdang , VP-W&M Ventura	Ed Meyer Contra Costa
2006-07	May 14-18, 2007	Fresno	Jerry Prieto Fresno	Earl McPhail , Pres-Elect Ventura Tim Niswander , VP-AG Kings Jim Delperdang , VP-W&M Ventura	Ed Meyer Contra Costa
2007-08	May 5-9, 2008	Carmel	Earl McPhail Ventura	Mike Boitano , Pres-Elect Amador Scott Hudson , VP-AG San Joaquin Bob Atkins , VP-W&M San Diego	Mark Quisenberry Sutter
2008-09	April 27- May 1, 2009	San Diego	Mike Boitano Amador	Scott Hudson , Pres-Elect San Joaquin Bob Atkins , VP-AG San Diego Bill Stephans , VP-W&M El Dorado/ Alpine	Mark Quisenberry Sutter
2009-10	May 3 – 6, 2010	Dublin	Scott Hudson San Joaquin	Bob Atkins , Pres-Elect San Diego Rick Gurrola , VP-AG Tehama Kurt Floren , VP-W&M Los Angeles	Mark Quisenberry Sutter
2010-11	May 2 – 5, 2011	South Lake Tahoe	Bob Atkins San Diego	Mary Pfeiffer , Pres-Elect Shasta Pat Griffin , VP-AG Siskiyou Kurt Floren , VP-W&M Los Angeles	Mark Quisenberry Sutter
2010-11	May 7-10, 2012	Ventura	Mary Pfeiffer Shasta	Louie Mendoza , Pres-Elect Yuba Carol Hafner , VP-AG Fresno Kurt Floren , VP-WM Los Angeles	John Gardner San Bernardino

Year	Conference Date	Conference Location	President	Vice-President	Exec. Secretary
2012-13	May 6-9, 2013	Visalia	Louie Mendoza Yuba	Stacy Carlsen , Pres-Elect Marin Kurt Floren , VP-Ag Los Angeles John Young , VP –WM Yolo	John Gardner San Bernardino
2013-14	May 13-16, 2014	Santa Rosa	Stacy Carlsen Marin	Kurt Floren , Pres-Elect Los Angeles Jim Allan , VP-Ag Solano John Young , VP-WM Yolo	John Gardner San Bernardino Tim Niswander , Exec.Secretary- Elect Kings
2014-15	May 18-22, 2015	Buellton	Kurt Floren , Los Angeles	Jim Allan , Pres-Elect Solano Cathy Fisher , VP-Ag Santa Barbara John Young , VP-WM Yolo	Tim Niswander , Kings
2015-16	May 16-20, 2016	Mammoth Lakes	Jim Allan Solano	Cathy Fisher , Pres-Elect Santa Barbara Marty Settevendemie , VP-Ag San Luis Obispo John Young , VP-WM Yolo	Tim Niswander , Kings
2016-17	May 22-26, 2017	Tahoe City	Cathy Fisher Santa Barbara	Marty Settevendemie , Pres-Elect San Luis Obispo Josh Huntsinger , VP-Ag Placer Paul Kjos , VP-WM Shasta	Tim Niswander , Kings

In 2017, CACASA created the Treasurer position

2017-18	May 21-25, 2018	Lake Arrowhead	Marty Settevendemie San Luis Obispo	Ruben Arroyo , Pres-Elect Riverside Josh Huntsinger , VP-Ag Placer Paul Kjos , VP-WM Shasta	Tim Pelican , Secretary, San Joaquin Stevie McNeill , Treasurer, Madera
2018-19	May 20-24, 2019	Scotts Valley	Ruben Arroyo Riverside	Tim Pelican , Pres-Elect San Joaquin Joe Deviney , VP-Ag Santa Clara Paul Kjos , VP-WM Shasta	Lisa Herbert , Secretary Sutter Stevie McNeill , Treasurer Madera

Year	Conference Date	Conference Location	President	Vice President	Secretary / Treasurer
2018-19	May 20-24, 2019	Scotts Valley	Ruben Arroyo Riverside	Tim Pelican , Pres-Elect San Joaquin Joe Deviney , VP-Ag Santa Clara Paul Kjos , VP-WM Shasta	Lisa Herbert , Secretary Sutter Stevie McNeill , Treasurer Madera
2019-20	May 18-20, 2020	Virtual – due to COVID-19	Tim Pelican San Joaquin	Josh Huntsinger , Pres-Elect Placer Joe Deviney , VP-Ag Santa Clara Bobbie Willhite , VP-WM San Bernardino	Lisa Herbert , Secretary Sutter Stevie McNeill , Treasurer Madera
2020-21	May 24-28, 2021	Redding	Josh Huntsinger , Placer	Rick Gurrola , Pres-Elect Shasta Lisa Herbert , VP-Ag Sutter Bobbie Willhite , VP-WM San Bernardino	Marcie Skelton , Secretary Glenn Tom Tucker , Treasurer Tulare
2021-22	May 16-20, 2022	Riverside	Rick Gurrola Shasta	Jimmy Hook , Pres-Elect Kings Lisa Herbert , VP-Ag Sutter Kurt Floren , VP-WM Los Angeles	Marcie Skelton , Secretary Glenn Tom Tucker , Treasurer Tulare
2022-23	May 22-26, 2023	Rohnert Park	Jimmy Hook Kings	Lisa Herbert , Pres-Elect Sutter Juan Hidalgo , VP-Ag Santa Cruz Kurt Floren , VP-WM Los Angeles	Marcie Skelton , Secretary Kamal Bagri , Secretary-Elect San Joaquin Tom Tucker , Treasurer Tulare
2023-24	May 21-24, 2024	Santa Cruz	Lisa Herbert Sutter	Juan Hidalgo , Pres-Elect Santa Cruz Melissa Cregan , VP-Ag Fresno Kurt Floren , VP-WM Los Angeles	Chris de Nijs , Secretary Nevada Tom Tucker , Treasurer Tulare



California Agricultural Commissioners and Sealers Association

Updated: 05/01/2024



NAME	COUNTY	YEAR/MONTH ACTIVE SERVICE		PRESIDENT TENURE	FIRST APPOINTED	CURRENT APPOINTMENT	END NOTES
Kurt E. Floren	Los Angeles	19	4	2014-15	01/18/05		
Louie Mendoza, Jr.	Butte	16	9	2012-13	07/24/07	12/31/15	1
Joshua Huntsinger	Placer	13	4	2020-21	01/01/11		
Marty Settevendemie	San Luis Obispo	13	2	2017-18	03/06/11		
Joe Deviney	Santa Clara	11	5		12/03/12		
Ha Dang	San Diego	11	0		05/17/13		
Nathan Reade	Inyo/Mono	10	9		08/06/13		
Marcie Skelton	Glenn	8	10		07/07/15		
Juan Hidalgo	Monterey	8	5		12/14/15	02/06/23	2
James E. Smith	Siskiyou	8	4		12/21/15		
Lisa Herbert	Sutter	8	3	2023-24	02/15/16		
Stephen Scheer	Yuba	8	2		03/15/16		
Humberto Izquierdo	Yolo	8	0		04/25/16	01/19/21	3
Craig Hemphill	Lassen	7	8		08/23/16		
Cree Morgan	San Francisco	7	8		09/19/16		
Eric Mayberry	Amador	7	5		12/20/16		
Chris de Nijs	Nevada	7	1		04/03/17		
Glenn Fankhauser	Kern	7	1		04/04/17		
Chris Flores	Sacramento	6	9		12/08/14	08/18/19	4
Jimmy Hook	Kings	6	5	2022-23	12/04/17		
Justin Riggs	Del Norte	5	8		09/11/18		
Kelle Schroeder	Tuolumne	5	5		12/03/18		
Melissa Cregan	Fresno	5	2		03/11/19		
Matt Slattengren	Contra Costa	5	2		03/13/19		
Tom Tucker	Tulare	5	1		03/30/19		
Cathy Roache	Alameda	5	0		04/22/19		
Ed King	Solano	4	10		07/08/19		
Doni Rulofson	Tehama	4	8		09/01/19		
Andrew Smith	Sonoma	4	2		03/10/20		
Koren Widdel	San Mateo	4	1		04/13/20		
Rusty Lantsberger	Madera	3	7		10/16/20		
Jesse Fowler	Calaveras	3	5		11/21/20		
Willo Vieira	Plumas-Sierra	3	4		01/05/21		
M. Anastacia Allen	Colusa	3	3		02/01/21		
Kamaljit Bagri	San Joaquin	3	2		03/16/21	12/19/22	5
Tracy Cleveland	Napa	3	1		04/06/21		
Stefan Parnay	Marin	2	11		05/25/21		
Monica Nielsen	Mariposa	2	10		07/17/21		
Jose Arriaga	Orange	2	7		09/24/21		
Katherine VanDerWall	Lake	2	3		02/12/22		
Brady Gergovich	San Bernardino	1	6		11/19/22		
Sean Runyon	Merced	1	4		01/03/23		
Jose Chang	Santa Barbara	1	3		01/23/23		
LeeAnne Mila	El Dorado-Alpine	1	2		03/07/23		
Linda Pinfold	Stanislaus	1	2		03/14/23		
Jolene Dessert	Imperial	1	1		03/30/23		
David Sanford	Santa Cruz	0	11		06/13/23		
Heather Kelly	Modoc	0	9		07/25/23		
Korinne Bell	Ventura	0	8		09/12/23		
John Ingram	Shasta	0	5		12/15/23		
Angela Blanchard	Trinity	0	4		01/01/24		
Delia Cioc	Riverside	0	2		03/03/24		
<i>Ken Griffin</i>	<i>San Benito</i>	<i>Interim</i>					
<i>Weylan Shaw</i>	<i>Humboldt</i>	<i>Interim</i>					
	<i>Mendocino</i>	<i>vacant</i>					

Seniority is based on years of service and membership within CACASA. CAC/Sealers vacating office and then returning will be advanced in their seniority by the number of years and months they held office/CACASA membership. Interim and temporary appointments do not credit towards seniority.

1. *Commissioner-Sealer in Yuba County until Butte County appointment effective December 31, 2015.*
2. *Commissioner-Sealer in Santa Cruz until Monterey County appointment effective February 6, 2023.*
3. *Commissioner-Sealer Alameda County until Napa County appointment September 18, 2018 through January 18, 2021. Yolo County appointment effective January 19, 2021*
4. *Break in service: Commissioner-Sealer Nevada County dates December 8, 2014 through December 30, 2016.*
5. *Commissioner-Sealer in Stanislaus County until San Joaquin County appointment effective December 19, 2022*