

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.6  
(ID # 12861)

MEETING DATE:  
Tuesday, June 30, 2020

FROM : AGRICULTURAL COMMISSIONER:

SUBJECT: AGRICULTURAL COMMISSIONER: Approve the Agreement with California Crop Improvement Association for Seed Certification Services, effective July 1, 2020 through June 30, 2021, All Districts. [\$250 - 100% CCIA Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Agreement with California Crop Improvement Association for Seed Certification Services, effective July 1, 2020 through June 30, 2021, in the amount of \$250; and
2. Authorize the Agricultural Commissioner to sign the agreement on behalf of the County.

ACTION: Policy

Delia Cioc, Assistant Agricultural Commissioner.

6/11/2020

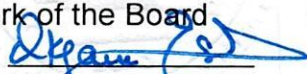
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MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: June 30, 2020  
xc: Ag. Commissioner

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 250	\$ 250	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% California Crop Improvement Association			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 20/21	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

This agreement is entered into annually with the California Crop Improvement Association for the Agricultural Commissioner's Office to provide seed certification services which include field inspection, harvesting and transporter inspection, approval of seed conditioning permits and seed sampling. Revenue from this source was previously included in the Agricultural Commissioner's FY 20/21 budget request.

This agreement was approved as to form by County Counsel.

**Impact on Residents and Businesses**

Residents and business will be positively impacted in that this program is aimed at preventing the introduction of invasive weed species and maintain the identity and quality of certified seed.

**Contract History and Price Reasonableness**

This agreement has been entered into each year since its inception in 1998, and the dollar amount covers all related costs.

**ATTACHMENTS:**

**Attachment A:**            **Agreement with California Crop Improvement Association for Seed Certification Services**

*Jarvyk Pungalan*  
Jarvyk Pungalan

6/22/2020

*Gregory V. Priarios*  
Gregory V. Priarios, Director County Counsel

6/22/2020

**AGREEMENT BETWEEN  
CALIFORNIA CROP IMPROVEMENT ASSOCIATION  
and  
AGRICULTURAL COMMISSIONER, RIVERSIDE COUNTY**

THIS AGREEMENT shall be effective the first day of July 1, 2020, by and between the CALIFORNIA CROP IMPROVEMENT ASSOCIATION (hereinafter "CCIA"), and the County of RIVERSIDE as executed by the Agricultural Commissioner (hereinafter "the Commissioner").

**RECITALS**

WHEREAS, CCIA is designated as the Recognized Agency to certify seed pursuant to Section 3875 of Title 3 of the California Code of Regulations, and is empowered to adopt rules and regulations for such certification.

WHEREAS, pursuant to authority in the Food and Agricultural Code Section 52421, the Commissioner is authorized to do all of the following: a) cooperate with seed-certifying agencies which are officially recognized under the provisions of this chapter; b) supervise the harvesting, cleaning, and packaging of any seed which is eligible for certification, and the affixing of labels and seals to it; c) examine, sample, and test such seeds; and d) perform such other services as may be necessary to maintain the identity and quality of certified seed.

WHEREAS, CCIA desires to retain the Commissioner as an independent contractor for the purpose of providing services related to seed certification, and the Commissioner desires to provide such services to CCIA on such basis pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for such other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **Responsibilities of the Commissioner.** The Commissioner shall provide the services described in **Attachment A** to this Agreement, attached hereto and incorporated herein by this reference.
2. **Responsibilities of CCIA.** CCIA shall be responsible for providing the Commissioner such information and documentation as may be necessary for the Commissioner to provide the services required by this Agreement.
3. **Compensation.** Upon execution of this Agreement by the Commissioner, CCIA shall pay the Commissioner the annual payment not to exceed \$250.00 after July 1, 2020 and within 30 days of receipt of the signed agreement from the Commissioner.

In no event shall the total amounts paid to the Commissioner by CCIA exceed \$250.00 during the term of this Agreement.

4. **Term/Termination.** The term of this agreement shall be for the period commencing July 1, 2020, and terminating June 30, 2021.

CCIA may terminate this Agreement for good cause upon 10 days advance notice to the Commissioner. Provided however, that if the good cause for termination is one that can be cured, the Commissioner shall have 10 days from receipt of the notice in which to cure. If the breach is cured within the 10-day period, the Agreement shall continue as if there had been no breach. If the Commissioner fails to cure, then the Agreement shall terminate at the end of the 10-day period. If the good cause for termination is one that *cannot* be cured, the Agreement shall terminate immediately upon receipt of the notice of termination by the Commissioner.

5. **Use of CCIA Name and Logo.** CCIA hereby grants to the Commissioner a non-exclusive revocable license to use CCIA's name and certification logo (a copy of which is attached hereto as **Attachment B**). The logo may be used as an indication of certification by the Commissioner. CCIA shall not charge for use of the logo so long as it is used only in accordance with this Agreement. All good will developed by use of the CCIA name or logo is for the benefit of CCIA. Nothing herein contained provides the Commissioner any ownership interest in the name or logo but provides the Commissioner only with the use thereof. The Commissioner hereby waives any and all possible

12. Commissioner's Employees, Representatives and Subcontractors.

- a. The Commissioner shall furnish its own employees, representatives or subcontractors that the Commissioner determines are necessary in order to provide the services required by this Agreement.
- b. The Commissioner shall be solely responsible for the direction and control of the employees, representatives and subcontractors of the Commissioner, if any, performing services for the Commissioner, including their selection, hiring, firing, supervision, assignment, and direction, the setting of wages, hours and working conditions, and the adjustment of their grievances. The Commissioner shall determine the method, means and manner of the performance of the work of its employees, representatives and subcontractors based on the obligations required by this Agreement.
- c. The Commissioner assumes full and sole responsibility for the payment of all fees, wages, benefits and expenses of its employees, representatives, and subcontractors, and for all state and federal income tax withholding, unemployment insurance, workers compensation insurance, and social security or other taxes as to all persons employed by the Commissioner in the performance of services under this Agreement.
- d. The parties acknowledge, intend and agree that neither the Commissioner, nor any of the Commissioner's employees, representatives or subcontractors, shall be considered a "leased employee" of CCIA within the meaning of Section 414(n) of the Internal Revenue Code of 1986, as amended, nor shall any such individual be eligible or entitled to participate in any benefit plan sponsored by CCIA.

13. Audit. The Commissioner agrees that it will make its records available for audit by CCIA for up to three years after the date of termination of this Agreement. CCIA agrees that such audit will be limited to those matters connected with the performance of this Agreement.

14. Amendment/Assignment. No change, amendment or modification of this Agreement shall be valid unless in writing and signed by the parties hereto. Neither party may assign or transfer this Agreement to any third party without the prior written consent of the other party.

15. Attorney's Fees and Venue. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party in addition to any other reasonable relief to which he or she may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the appropriate court in the County of Yolo, State of California for any proceeding arising hereunder.

16. Sole and Only Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to Services provided by the Commissioner to CCIA. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party that are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.

17. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

18. Notice. All notices and other communications hereunder shall be deemed to have been given when delivered personally, at the time confirmed for delivery if by facsimile, at the time sent by email, or if mailed, at the time deposited in the United States mail or with an express mail service, postage prepaid and addressed as follows:

## ATTACHMENT A

### Agricultural Commissioner Seed Certification Responsibilities

County Agricultural Commissioner's are authorized by the California Seed Law and Regulations to engage in seed certification services in cooperation with the California Crop Improvement Association (CCIA), which is designated as the Recognized Agency to certify seed (California Code of Regulations, Section 3875) and thus are empowered to have rules and regulations for such certification. California Seed Law (Section 52421) states that the Commissioners may do all of the following:

- a. Cooperate with seed-certifying agencies, which are officially recognized under the provisions of this chapter.
- b. Supervise the harvesting, cleaning, and packaging of any seed, which is eligible for certification, and the affixing of labels and seals to it.
- c. Examine, sample, and test such seeds.
- d. Perform such other services as may be necessary to maintain the identity and quality of certified seed.

Contracts are issued by CCIA with all county commissioners involved. A fee is negotiated with the Commissioner and paid to the county. Services, which must be performed by the Commissioner's office, are described in these procedures, which expand on the General Seed Certification Standards.

#### APPLICATIONS

The Commissioner will have online access to applications at the time submitted application is accepted by CCIA. The Commissioner will receive weekly email notifications when applications are approved by CCIA.

#### FIELD INSPECTIONS

After CCIA's inspection of the field(s), a Field Inspection Report is prepared and will be available to the Commissioner at the CCIA web site.

The Field Inspection Report will include the names of the applicant and grower, crop and variety, applied acreage, county where the field(s) are located, application number, class and category of seed eligible to be produced, and whether the field(s) met or failed standards. Occasionally, a report will have special instructions indicating a portion of a field must not be harvested due to lack of isolation, excess weeds, etc. Compliance with these instructions may require monitoring by the Commissioner.

#### HARVESTING

Harvesting is subject to the supervision of the Commissioner. It is the Commissioner's discretion, based on previous compliance, as to the frequency and extent of these inspections. The Commissioner should refer to the Field Inspection Report for any special instructions about a particular field before allowing the harvest to proceed.

#### TRANSPORTING SEED FROM HARVESTER

Conveyances used in transporting the seed from harvester to storage or conditioning are also subject to supervision and inspection by the Commissioner. As with harvesting, it is the Commissioner's discretion, based on previous compliance, as to the frequency and extent of these inspections.

#### INTER-COUNTY PERMIT and INTER-STATE TRANSFER of SEED CERTIFICATE

It is the responsibility of the Commissioner to issue or have issued inter-county permits and inter-state transfer of seed certificates for seed moving between counties, states or (rarely) countries.

#### CONDITIONING

The Commissioner and CCIA must approve of any facility where seed intended for certification is to be conditioned by use of an Application for Certified Seed Conditioning Permit signed annually (July 1) by the operator who agrees to comply with standards, cooperate with the Commissioner and CCIA. The Commissioner or CCIA may inspect the facility at any time.

ATTACHMENT B

California Crop Improvement Association Logo

