

September 1, 2026

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

**PROPOSED RETROACTIVE MEMORANDUM OF UNDERSTANDING
WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
FOR ENFORCEMENT OF CALIFORNIA SEED LAW
Fiscal Impact: \$100 Minimum; State; Budgeted; Mandated**

The Department is proposing retroactive approval of Memorandum of Understanding (MOU) Ref. No. 26-sd15 with the California Department of Food and Agriculture for enforcement of California Seed Law. The Agricultural Commissioner agrees to maintain a compliance level on all seed in the county so that the statewide compliance is not less than eighty-five percent. The Department will be required to conduct at least one inspection of the county's nine identified seed facilities for compliance with seed law. The rate of compensation will be per unit of enforcement activity which is established by dividing the total statewide units of activity into a statewide fund availability. Per the MOU, the minimum amount of reimbursement the Agricultural Commissioner could receive is \$100.

The MOU is from July 1, 2026, through June 30, 2027, for a minimum amount of \$100. This Agreement is retroactive due to the CDFA review process and timelines. The MOU has been reviewed and approved as to form by County Counsel.

Therefore, IT IS RECOMMENDED that your Board approve the proposed retroactive Memorandum of Understanding with the California Department of Food and Agriculture for enforcement of California Seed Law from July 1, 2026, through June 30, 2027, for a minimum amount of \$100 and authorize Agricultural Commissioner to sign.

Sincerely,

A handwritten signature in blue ink, appearing to read "Glenn T. Fankhauser".

Glenn T. Fankhauser
Agricultural Commissioner
Sealer of Weights and Measures

GTF:ckm
Attachment
cc: CAO

**CALIFORNIA SEED LAW
MEMORANDUM OF UNDERSTANDING
Fiscal Year July 1, 2026 - June 30, 2027**

County: Kern

MOU Ref No: 26-sd15

As provided by section 52323 of the Food and Agricultural Code (FAC), this Memorandum of Understanding establishes an annual cooperative agreement for enforcement of the California Seed Law between the Agricultural Commissioner and the California Department of Agriculture (CDFA). Per section 52325, the Agricultural Commissioner agrees to maintain a compliance level on all seed in the county so that the statewide compliance is not less than eighty-five percent. This MOU includes the CACASA Seed Law Enhancement Program (SLEP), funded by Unclaimed Gas Tax, as approved by the Seed Advisory Board in FY20/21. The Agricultural Commissioner agrees to submit monthly reports of enforcement activities to CDFA so that CDFA can measure fulfillment of the terms of this MOU and monitor compliance to the seed law. Upon completion of the renewal cycle for firms obtaining authorization to sell seed, the Seed Services Program of CDFA will provide each Commissioner with a list of firms authorized to sell seed in their county. Each firm will be assigned units-of-activity for enforcement. Commissioners may request modification to the proposed units of activity and to the list of firms or may simply accept the list. If new firms are discovered during the period of this MOU, the Commissioner may request that said firm(s) be added to the list and an appropriate number of units of activity for enforcement be assigned. Commissioners may not request additions to their list after April 15th of the fiscal year for which the MOU is intended.

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

Upon successful completion of the terms of this MOU, (a) counties with no registered seed labelers may receive one hundred dollars (\$100) and (b) counties with registered seed labelers shall receive payments based upon their units of enforcement activity reported during the period of this MOU per section 52324. The rate of compensation per unit of activity shall be established by dividing the total statewide units of activity into \$120,000 minus the amount required for payments of \$100 to counties with no registered labelers. All counties conducting SLEP seed enforcement activities shall receive payments based on the reported inspection activities conducted during the period of this MOU, from the \$113,888 allocated for this program. **All enforcement activities must be reported by October 15th of the fiscal year following the stated period of this MOU.** If a county fails to submit a monthly report by October 15th of the year following the period of this MOU, CDFA will assume there were no enforcement activities to report for that month and will total the statewide units of enforcement activity (FAC 52324). **The Commissioner agrees that failure to submit monthly Report 6s by October 15th will affect the overall rate of compensation per unit of enforcement activity and will concomitantly affect the amount of proposed payment to the Commissioner's County.**

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

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

PERFORMANCE STANDARDS

1. Inspection of premises and seed lots - One (1) or more inspections of each registered seed firm or distribution center on the County's Units of Activity List will be conducted. A list of all inspections completed, and the dates of inspection will be maintained by the county for two



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Fiscal Year July 1, 2026 - June 30, 2027**

County: Kern

MOU Ref No: 26-sd15

years after the fiscal year. A tally of completed inspections will be reported each month on the Report 6 form and submitted to the Seed Services Program of CDFA. Failure to perform an assigned premises inspection will result in a loss of compensation equivalent to three assigned label evaluations.

2. Label Evaluations – Each label from unique seed lots of firms on the county's list will be evaluated as a unit of activity and assigned a base rate of compensation per label. Quantities of labels evaluated beyond the number indicated on the units of activity list may be assigned a lesser rate of compensation per label. Labels will be evaluated for compliance to the California Seed Law (CSL) and relevant portions of the Federal Seed Act (FSA). Violations of the CSL or FSA will be reported immediately to CDFA Seed Services Program.
3. Commissioners that participate on Investigative Committees for seed complaints may claim up to nine units of activity for each seed complaint Investigative Committee they participate on.
4. Counties without a High-Risk Pest Exclusion contract will be compensated for visual inspections of imported seed shipments. Each shipment and all related seed lot labels will each be assigned one unit of activity. These activities will be paid from available SLEP funds allocated for this purpose.
5. Label Evaluation priority and limits- In order to assist the seed industry in achieving and maintaining compliance with the California Seed Law, the following priorities have been developed for the Agricultural Commissioner. The limits indicated are relevant to extra labels that might be evaluated by a county.
 - a) Agricultural and vegetable seed grown, conditioned, packaged, or repackaged at local operations.
 - b) Agricultural and vegetable seed of kinds utilized by farm plantings within the County.
 - c) Grass (lawn) seed kinds are limited annually to not more than fifteen (15) labels from any one Distribution Center, and not more than five (5) labels of grass seed offered for sale by retail merchants for nonfarm use.
 - d) Agricultural, vegetable and grass seed labels on seed identified in Warning Hold Notices (Form 66-008) issued by CDFA Border Protection Stations will count as extra labels evaluated unless they are counted towards the required amounts on the units of activity list. See Report 6 instructions for proper reporting of labels related to 66-008 Inspections.
 - e) Stop-sale orders may be issued on seed containers labeled incorrectly or incompletely at inspection time. Stop-sale orders are encouraged on seed labeled by firms not authorized to sell seed in California.

This Memorandum of Understanding must be signed and returned to the Department within 60 days of receipt and shall continue to, and terminate on, the 30th day of June 2027.

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

Agricultural Commissioner,
Kern County

By _____

By  _____

Date _____

Date 7/21/2026 _____

Additional endorsements/approvals if needed.

**CALIFORNIA SEED LAW
MEMORANDUM OF UNDERSTANDING
Fiscal Year July 1, 2026 - June 30, 2027**

**County: Kern
MOU Ref No: 26-sd15**

County of Kern:

County of Kern:

By _____

By _____

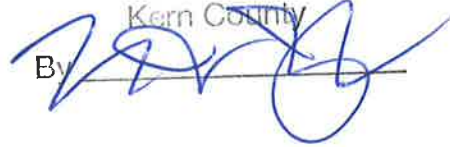
Date _____

Date _____

Title: _____

Title: _____

APPROVED AS TO FORM
Office of County Counsel

Kern County
By 

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

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

Thank you

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

Firm	Location	Type	No. of Seed Lots to Eval.	No. of Premises Inspections	Please Note
Abate-A-Weed, Inc.	Bakersfield	Labeler	2	1	
Gardener's Supply, Inc.	Bakersfield	Labeler	2	1	
Helena Chemical/Helena Agri Enterprises	Shafter	Labeler	2	1	
Kern Turf Supply	Bakersfield	Labeler	3	1	
Nutrien Ag Solutions	Bakersfield	Labeler	2	1	
RRR Olvera Perennial	Bakersfield	Labeler	2	1	
Simplot Grower Solution	Bakersfield	Labeler	2	1	
Taveras	Bakersfield	Dealer	3	1	
Wilbur-Ellis	Shafter	Labeler	2	1	

26/27 PROPOSED PERFORMANCE STANDARDS FOR KERN COUNTY

Number of unique seed lots that must have labels evaluated* 20

Number of premises inspections to conduct* 9

Payment for the proposed work will be made in FY 26-27* and will be calculated using the reported units of activity. A reduction in assigned or reported units of activity may result in a reduction in payment.

****Work performed in 25/26 will be tallied after Oct. 2026 and payment will be made in FY 26/27 per statute.***

***FIRM = Facility registered to label and or sell seed, or a major distribution center.
TYPE = Types of seed operations are as follows:***

Labeler - attaches label and offers seed for sale in California

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

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