



County of San Diego

HA DANG
AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

DEPARTMENT OF AGRICULTURE WEIGHTS AND MEASURES
9325 HAZARD WAY, STE. 100, SAN DIEGO, CA 92123-1217
(858) 694-2739
FAX (858) 467-9697
<http://www.sdcawm.org>

MĒGAN MOORE
ASST. AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

CERTIFIED PRODUCER'S CERTIFICATE APPLICATION

To participate in a Certified Farmers' Market (CFM), a producer of fresh fruits, nuts, vegetables, shell eggs, honey, cultivated mushrooms, herbs, flowers, and nursery stock must obtain a Certified Producer Certificate (CPC) issued by the County Agricultural Commissioner (CAC). On-site inspections of the land controlled by the producers and verification of compliance with the requirements are conducted by the CAC. A CPC is valid for up to twelve months from the date of issue but no longer than the indicated expiration date on the certificate.

Forms and information for the completion of this application are attached.

ALL APPLICANTS SUBMIT:

- Completed and signed Application form
- Application fees
 - **\$54.00** to sell in San Diego County only
 - **\$65.00** to sell in San Diego County plus additional counties
 - Method of payment:
 - Check or money order payable to: **County of San Diego**
 - Cash, Visa or MasterCard (*walk-in only*)
 - Online (*See contact information on page 2 and contact Ag Standards Program for instructions*)
- Certified Producer's Commodities Worksheet

ADDITIONAL DOCUMENTS (submit when applicable):

- Authorization form(s) to sell on behalf of no more than two other Certified Producers. (See enclosed "*Authorization to Sell on Behalf of Another Certified Producer*")
- Authorized Representative/Employee Agreement form
- Farm Leases: copy of current notarized agreement (See enclosed "*Requirements for Farm Leases*")
- Corporations & LLCs: Articles of Organization or Incorporation, and list of members.
- Partnerships, Sharecropping Agreements, and similar Contract Agreements:
 - Proof of partnership. (i.e. Federal Tax ID number)
 - Copy of current agreement. (See enclosed "*Requirements for Partnerships, Sharecropping, and other Similar Contractual Agreements*")

RENEWALS:

- Your CPC will only be renewed when all outstanding fees and/or fines are paid in full.
- Submit application and fee 30 days prior to current CPC expiration date to avoid lapse.
- Extensions are not given.

PROCESSING:

- An inspector will schedule your property inspection once your application packet is reviewed and all fees and/or fines are received.
- The property inspection fee is **\$161.00 per hour**, including one way drive time to the inspection location. The fee is due at the time of inspection and must be paid before the certificate is issued or renewed.
- The CAC office will contact you when your CPC is ready for your signature.
- The CPC will be signed, embossed, and then issued to you by the CAC.

**CERTIFIED PRODUCERS
RESOURCES & INFORMATION**

LAWS AND REGULATIONS (copies available by request):

Specific requirements for participation in a certified farmers' market are found in:

- California Food and Agricultural Code, Division 17, Chapter 10.5
- California Code of Regulations, Title 3 commencing with Section 1392
- California Retail Food Code, Chapter 12

All agricultural products, when sold or offered for sale at a certified farmers' market, shall comply with all applicable laws and regulations.

WEBSITES:

- <http://www.cdfa.ca.gov/is/i & c/cfm.html>: California Department of Food and Agriculture - CFM Program information, links to Laws and Regulations, and market locator.
- <http://www.sdfarmersmarkets.org>: Agriculture, Weights & Measures - CFM webpage has application packets, list of San Diego County CFMs, and training resources for certified producers and market operators (copies available by request).
- <https://www.cdfa.ca.gov/is/i & c/sffsg.html>: California Department of Food and Agriculture – Small Farm Food Safety Guidelines

ADDITIONAL INFORMATION:

- Certified Producers must comply with all Direct Marketing laws and regulations.
- Additional requirements apply to Certified Producers selling:
 - Products by weight
 - Products in closed containers
 - Processed products
 - Organic products
 - Eggs
 - Nursery stock
 - Honey
- Please review the resources available at www.sdfarmersmarkets.org and speak with an inspector to learn more about the requirements that apply when selling in a CFM.
- Keep enclosed “Certified Producer’s Compliance Self-Inspection Checklist” as a guide for you to comply with Direct Marketing laws and regulations.

PROGRAM CONTACT

For more information, please contact the Ag Standards Program at (858) 614-7786 or AgStandards.AWM@sdcounty.ca.gov

CERTIFIED PRODUCER'S CERTIFICATE APPLICATION

Check one: New Application Addition/Amendment Application Annual Certificate Renewal

NAME:	
BUSINESS NAME:	
MAILING ADDRESS:	
CITY AND ZIP:	
PHONE: (BUSINESS)	PHONE: (OTHER)
E-MAIL ADDRESS:	

FOR OFFICIAL USE ONLY	
CERTIFICATE NUMBER:	
COUNTY FEE: \$	PAID WITH:
DATE RECEIVED:	
DCP NUMBER: AWM20____-DCP-00____	
IDM NUMBER: AWM20____-IDM-00____	

Public Disclosure

We strive to protect personally identifiable information by collecting only information necessary to deliver our services. All information that may be collected at this site becomes public record that may be subject to inspection and copying by the public, unless an exemption in law exists. In the event of a conflict between this Privacy Notice and any County ordinance or other law governing the County's disclosure of records, the County ordinance or other applicable law will control.

Access and Correction of Personal Information

You can review any personal information we collect about you. You may recommend changes to your personal information you believe is in error by submitting a written request that credibly shows the error. If you believe that your personal information is being used for a purpose other than what was intended when submitted, you may contact us. In all cases, we will take reasonable steps to verify your identity before granting access or making corrections.

Production Sites: please provide full address including zip code and parcel ID number (APN).

1. ADDRESS & APN:	2. ADDRESS & APN:		
3. ADDRESS & APN:	4. ADDRESS & APN:		
5. ADDRESS & APN:	6. ADDRESS & APN:		
STORAGE LOCATION (A)	MONTHS IN STORAGE (A)	STORAGE LOCATION (B)	MONTHS IN STORAGE (B)

Other Counties you plan to sell in: Transporting products into another county for the purpose of selling at a certified farmers' market within that county is permitted only in the authorized counties listed on this certificate.

Annual fee: \$54 to sell in San Diego County only - or - \$65 to sell in San Diego County and counties listed below.

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Certified Producers you sell for
(maximum of two in one year):

NAME:	CERTIFICATE #:	DATE DECLARED:
NAME:	CERTIFICATE #:	DATE DECLARED:

Certified Producers that sell for you
(maximum of two in one year):

NAME:	CERTIFICATE #:	DATE DECLARED:
NAME:	CERTIFICATE #:	DATE DECLARED:

Number of embossed copies of certificate you would like: _____

Embossed certificate must be posted at all times when selling at a certified farmers' market. There is no charge for additional copies.

Additional Producer Information:

- Check all that apply:** Own growing property Lease growing property Registered Organic Licensed Nursery Eggs
 Avocado Maturity Farming Partnership Sharecropping Agreement Similar Contractual Agreement with another person
 Accept EBT/SNAP at booth Interested in accepting EBT/SNAP at booth (Please send me information)

I have reviewed this application and certify that the information provided is true and correct. I further certify that I am knowledgeable and intend to produce in accordance with good agricultural practices as published by CDFA. See <http://www.cdfa.ca.gov/is/i & c/cfm.html> for copy of guidelines. I am aware I must also comply with any other local, state or federal laws. I understand that violations of these regulations may subject me to criminal and/or civil penalties, including fines, suspension and/or revocation of this Certificate and/or my privilege to participate in certified farmers' markets.

Certified Producer's Signature: _____ Date: _____



**AUTHORIZATION TO SELL ON BEHALF OF
ANOTHER CERTIFIED PRODUCER (CP)**

A CP may sell on behalf of another CP at a Certified Farmers' Market (CFM), when written authorization is submitted prior to certification and when all requirements of the California Code of Regulations Title 3, Section 1392.4(f) are met. *Authorization is valid for one year from the date declared and new forms must be submitted each year you wish to renew the agreement.*

Complete and submit with application (must be signed by both parties):

Submit a separate form for each agreement.

DATE DECLARED:	
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We acknowledge, with this signed authorization, that:

- Commission sales and buying and selling between certified producers are prohibited.
- Permission to sell on behalf of another CP is contingent upon rules of each CFM.
- A CP shall not represent, nor be represented by more than two other CPs in a 12-month period. (A different CP may not be substituted until the end of that one year period.)
- Both certificates must be amended simultaneously with the names of the CPs involved in this authorization.
- All counties where a CP plans to sell another CP's products must be listed on both CPs' certificates.

CP NAME (seller):	
SIGNATURE:	
DBA:	
CERTIFICATE #:	
COUNTY*:	

The above named certified producer is hereby authorized to **sell on behalf of:**

CP NAME (for):	
SIGNATURE:	
DBA:	
CERTIFICATE #:	
COUNTY*:	

*If the Certified Producer you entering this agreement with is registered in another county, you must provide a photocopy of his or her certificate.

AUTHORIZED REPRESENTATIVE/EMPLOYEE AGREEMENT

I _____, a Certified Producer under Title 3, Article 6.5 of the California Code of Regulations (3CCR), do currently authorize or employ the following people, as authorized under FAC§47004(b) or employee under 3CCR§1392.2(j), to sell certifiable agricultural products of my own production for me at a Certified Farmers' Market. I attest that the below named is an authorized representative or legal employee (such that all compensation to this employee is based on a fixed salary, and not on a commission or on a resale basis) and agree that I will provide documentation for verification of this authorization/employment upon request. This agreement will be available for review at any operating certified farmers' market.

NAME

NAME

I will immediately notify the endorsing Agricultural Commissioner upon termination or change in status of my authorized representative or employee.

I am aware that any violation of the Direct Marketing Regulations (California Code of Regulations, Title 3, Article 6.5) by me or by my authorized representative or employees may result in a civil administrative penalty and/or revocation of my Certified Producer's Certificate by the Issuing County and/or my privilege to participate in a Certified Farmer's Market.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ of _____, _____ in _____, CA.
(Day) (Month) (Year) (County)

Renewal of this authorization/employment agreement is required upon expiration of Certified Producer's Certificate.

Certified Producer's Name

Certified Producer's Certificate No.

Certified Producer's Signature

Certified Producer's Certificate Expiration Date

REQUIREMENTS FOR FARM LEASES²

Every Certified Producer who grows on leased land must provide the County Agricultural Commissioner (CAC), **at the time of application**, with a copy of the current notarized written lease agreement which shall contain the following:

- ❑ A clear and concise accurate description of the lease property. The description shall include:
 - Present use of the property
 - Dimensions
 - Location, including the assessor's parcel number (APN)
- ❑ The purchased price (cost) of the lease; and
- ❑ The beginning and ending dates of the lease; and
- ❑ The date of the agreement; and
- ❑ Signatures of all parties involved; and
- ❑ A guarantee of the signatures on the agreement by a notary public executed at the time of signing by all parties. The notarized signatures on the agreement of all executing the agreement.

To qualify for a certificate the producer who leases land shall:

- Assume all financial risks associated with producing agricultural products; and
- Shall meet definitions of Food and Agricultural Code §47000.5¹; and
- Enter into the agreement prior to planting of annual and biannual crops; and
- Enter into the agreement prior to or within 30 days after preparing perennial field crops for the subsequent cropping pattern; and
- Enter into the agreement prior to bloom of the tree and vine crops; and
- Perform agricultural production upon the leased land, which is the subject of the agreement; and
- Provide additional documentation as required²

Report any changes in lease immediately to the CAC. Changes in the terms of the lease agreement may invalidate a Certified Producer's Certificate issued under such terms. Return all embossed certificate copies to the CAC when invalidated.

¹ Reference: *Food and Agricultural Code Section 47000.5*

² Reference: *California Code of Regulations, Title 3, Sections 1392.5(c) and 1392.9.2*

REQUIREMENTS FOR PARTNERSHIPS, SHARECROPPING, AND OTHER SIMILAR CONTRACTUAL AGREEMENTS³

Every Certified Producer that enters into a partnership or similar contractual agreement must provide the County Agricultural Commissioner (CAC), **at the time of application**, with proof of partnership as defined in the United States and California Tax Codes, or the Partnership's Federal Tax Identification Number and a copy of the current notarized written agreement which shall contain the following:

- ❑ A clear, concise and accurate description of the property to be farmed. The description shall include:
 - Present use of the property
 - Dimensions
 - Location, including the assessor's parcel number (APN)
- ❑ A description of each party's financial and material resource input, and each party's degree of involvement in the agricultural production (example: all parties have equitable responsibility); and
- ❑ The date of the agreement; and
- ❑ Signatures of all parties involved; and
- ❑ A guarantee of the signatures on the agreement by a notary public executed at the time of signing by all parties. The notarized signatures on the agreement of all executing the agreement.
- ❑ Statement of verification that the farm property is under exclusive control of the partnership as a separate entity from its individual members

To qualify for a Certified Producer's Certificate, all parties listed on the certificate shall:

- Have entered into the agreement prior to planting of annual and biannual crops; and
- Shall meet definitions of Food and Agricultural Code §47000.5¹; and
- Have entered into the agreement prior to or within 30 days after preparing perennial field crops for the subsequent cropping pattern; and
- Have entered into the agreement prior to bloom of the tree and vine crops; and
- Perform agricultural production upon the leased land, which is the subject of the agreement; and
- Provide additional documentation as required³

Report any changes in the agreement immediately to the CAC. Changes in the terms of the agreement shall invalidate a Certified Producer's Certificate issued under such terms. Return all embossed Certified Producer's Certificate copies to the CAC when invalidated.

³ Reference: *California Code of Regulations, Title 3, Sections 1392.5(c) and 1392.9.1*

CERTIFIED PRODUCER'S COMPLIANCE SELF-INSPECTION CHECKLIST

(Use this checklist to review your booth for compliance each day you participate in a Certified Farmers' Market)

REQUIREMENTS	COMPLIES			REMARKS
	Yes	No	N/A	
All Certified Producers (CPs)				
Certificate(s) valid, embossed and posted at booth				
Sellers are authorized representatives of CP				
All products listed on certificate				
All products produced by CP				
Only agricultural products offered for sale				
Signage posted including:				
<ul style="list-style-type: none"> • Name of Farm • "We Grow What We Sell" or similar statement • County(ies) where products produced 				
All product representations accurate/not misleading				
Products comply with maturity and quality standards				
Load Lists – All CPs complete each market day				
Lists complete with:				
<ul style="list-style-type: none"> • Name and date of market • Producer name and certificate number • Identity of product as it appears on certificate • Quantity sold at market 				
Selling for Other CPs				
Primary CP selling greater amount of own products				
CP names cross-referenced on each certificate				
All certificates valid, embossed and posted at booth				
Products separated and identified by certificate				
"We Grow What We Sell" signage posted in correspondence with each CP's products				
Selling Products in Closed Containers				
Containers labeled with "IRQ":				
<ul style="list-style-type: none"> • Identity of product • Responsibility (name, address, zip code of farm) • Quantity in container 				
Selling Products by Weight				
Scales are approved and sealed				
Selling Organic Products				
CP is registered as organic producer (and certified if sales >\$5,000/year)				
Valid registration and certification posted at booth				
Organic products properly labeled*				
Selling Avocados				
Valid Exemption Permit or Certificate of Maturity				
Selling Eggs				
CP is registered egg handler				
Eggs properly labeled*				
Eggs clean, sanitized, free of defects, not displayed in direct sunlight				
Selling Processed Products				
All ingredients produced by CP**				
Products properly labeled*				
Processing facility documentation posted at booth				

*Ask an inspector about labeling requirements

**Ask an inspector about exceptions