



April 28, 2015

**NOTICE OF ISSUANCE**

**MINOR AMENDMENTS  
TO THE CALIFORNIA LEAFY GREEN PRODUCTS  
HANDLER MARKETING AGREEMENT**

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**EFFECTIVE MAY 4, 2015**

**To Signatory Handlers of the California Leafy Green Products Handler Marketing Agreement:**

The California Department of Food and Agriculture (CDFA), upon the recommendation of the California Leafy Green Handler Advisory Board, has approved minor amendments to the California Leafy Green Products Handler Marketing Agreement (LGMA). The minor amendments are attached to this Notice as Exhibit "A". They will become effective on May 4, 2015.

The minor amendments accomplish the following purposes:

- Set the size of the LGMA Board so as to reflect the current thirteen signatory handlers serving on the LGMA Board.
- Clarify the number of representatives that a signatory may have on the LGMA Board.
- Clarify the nomination and election procedures so that they accurately reflect how such procedures have been conducted in the past.
- Eliminate the staggering of terms of office and place all board members and alternates on the same two-year term.
- Modify the vacancy provision so as to provide more flexibility in how vacancies may be filled.

An updated version of the California Leafy Green Products Handler Marketing Agreement can be accessed online at [www.cdfa.ca.gov/mkt/mkt](http://www.cdfa.ca.gov/mkt/mkt). If you have any questions regarding these minor amendments, please call Scott Horsfall, CEO of the California Leafy Green Handler Advisory Board, at 916-441-1240 or call Dennis Manderfield of this office at 916- 900-5018.

Sincerely,

Robert Maxie, Chief  
Marketing Branch

Enclosure

2015 0416 | 2015 0428 | 2161



# Minor Amendments To the California Leafy Green Products Handler Marketing Agreement

Effective May 4, 2015

Additions are shown in ***Bold Italics*** and deletions are shown as ~~Strikethrough~~.

## Purpose of the Amendments:

The amendments do the following:

- Clarify the size of the LGMA Board so as to reflect the current size of the LGMA Board
- Clarify the number of representatives that a signatory may have on the LGMA Board
- Clarify the nomination and election procedures so that they accurately reflect how such procedures have been conducted in the past
- Eliminate the staggering of terms of office and place all board members and alternates on the same two-year term
- Modify the vacancy provision so as to provide more flexibility in how board vacancies may be filled

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## Article III, Section A is amended as follows:

### Section A. ESTABLISHMENT AND MEMBERSHIP.

1. To assist the Department in the administration of this Agreement, an Advisory board, to be known as the California Leafy Green ***Products Handler*** Advisory Board, is hereby established. The Board shall consist of ~~no less than seven (7) and no more than thirteen (13) Signatory Handler members, with the exact number of members to be determined by the Board. However, the initial board shall consist of~~ 13 members ~~comprised of members~~ as described in sub-paragraph a through c, below:

- a. The Blythe-Imperial Valley area shall have three (3) members and three (3) alternate members and shall consist of the following counties: San Bernardino, Riverside, and Imperial.
- b. The Oxnard-Santa Maria area, shall have three (3) members and three (3) alternate members, and shall consist of the following counties: San Luis Obispo, Santa Barbara, Ventura, Los Angeles, Orange, and San Diego.
- c. The Salinas-Watsonville-San Joaquin Valley-Kern County area, shall have seven (7) members and seven (7) alternate members, and shall consist of all the counties in

California which are north of the northern boundaries of San Luis Obispo, Ventura, Los Angeles, and San Bernardino Counties.

2. There shall be one (1) alternate member on the Board to represent each member. In the event that a member and his or her alternate are both present at a meeting, and another member within the same district is absent, the alternate may serve in the place of the absent member. If more alternates in any district are in attendance than absent members, the Board chair will designate which of the alternates in attendance will be serving in the place of which absent members. [Amended 4/16/2007]

3. The members and their alternates shall be appointed by the Department from the Handler Signatories to this Agreement, or representatives thereof.

4. A Signatory Handler of record shall not be represented on the Board in more than one (1) voting position. *A Signatory Handler may be represented on the Board by having up to one member and up to one alternate (or up to two alternates without a member), but in no instance shall such two representatives serve as voting members at the same Board meeting.*

5. In addition to the members and alternate members, and upon the recommendation of the Board, the Department may appoint one (1) member and one (1) alternate member to the Board to represent the general public. The public member and alternate shall not be affiliated with any organization engaged in the production, handling, or marketing of leafy green products and shall have all the rights and privileges, including voting, of any other member of the Board.

**Article III, Section B is amended as follows:**

Section B. APPOINTMENT PROCEDURE FOR MEMBERSHIP TO THE BOARD

Board members and alternates shall be appointed by the Department.

1. Eligibility and term of office

A member or alternate member of the advisory board shall be an owner partner or employee of a signatory handler and is and has been actively engaged in handling leafy green products covered by the Leafy Greens Marketing Agreement. The qualifications of members of the board, as herein set forth, must continue during their term of office.

The regular term of office of the members of the board shall be two years beginning April 1 and serving through March 31 of the second year following their appointment, or until their successors are appointed, ~~except that of the first members appointed, half shall serve for two years, and half shall serve for three years, with the determination of the term of each such member to be made by lot. Thereafter, their successors shall serve the regular term of office.~~ [Amended 3/5/2008]

2. Nominations/Appointments

No later than January 31<sup>st</sup> of each year *in which terms are expiring*, the Department shall send out notices to all eligible handlers ~~in each of the districts where there is or will be a term of office~~

~~expiring or a vacancy~~ for the purpose of ~~receiving~~ **soliciting** nominations of ~~leafy green handlers and their alternates for appointment by the Department~~ handler representatives interested in serving on the Board. **Nominations shall be submitted by district and by position (member or alternate). Individuals may be nominated for multiple positions. In order to be eligible to run for a seat for a particular district, an individual must be affiliated with a firm that handles leafy green products in that district.**

From the nominations so received, the Department shall prepare a ballot to be mailed to all signatory handlers no later than March 15<sup>th</sup> of each year.

~~Each member and each alternate for each district shall be elected by a plurality of votes cast by all eligible signatory handlers. Each handler may vote in all of the districts from which it handles leafy green products. Within each district, Each handler may cast votes equal up to the available number of board member seats or and up to the available number of alternate board seats that have terms expiring or other vacancies in any given year. Within each district, the member~~ nominees receiving the highest number of votes cast **for member seats** shall be appointed to the **board available member** seats in each district, ~~with those receiving the next highest totals appointed to the alternate seats and the alternate nominees receiving the highest number of votes cast for alternate seats shall be appointed to the available alternate seats.~~ In the event of a tie vote ~~which shall result in failure to nominate one person for each board seat or alternate board seat available~~, the winner will be selected by lot.

**Article III, Section C is amended as follows:**

Section C. VACANCIES

In the event of the death, removal, resignation, or disqualification of any member **or alternate** of the Board, the ~~assigned alternate shall assume the member position and fill the remainder of the former member's term. When a vacancy occurs for an alternate position, the Board may recommend to the Department the appointment of a qualified handler to fill the alternate position on an interim basis until the next round of annual nominations, either by recommending the handler who received the next highest vote total in the immediately preceding nomination process in his or her district, or by considering recommendations from the respective local district representatives and/or board members~~ **Department shall fill the vacancy with a qualified signatory representative. In making such appointment, the Department may take into consideration nominations made by the remaining members of the Board.**