

AGENDA

California Avocado Commission Board of Directors Meeting

Meeting Information

Date: October 10, 2024

Time: 8:00 a.m.

Location: Hybrid Meeting Physical Meeting Location: California Avocado Commission 12 Mauchly, Suite L Irvine, CA 92618

Web/Teleconference URL:

https://californiaavocado.zoom.us/j/85126248469?pwd=esacjhIp7Kuhp91AjBsXZf8rxQmnJP.1

Conference Call Number: (669) 900-6833

Meeting ID: 851 2624 8469

Passcode: 675104

Meeting materials will be posted online at least 24 hours prior to the meeting at:

https://www.californiaavocadogrowers.com/commission/industry-calendar

Board Member and Alternate Attendance

As of Friday, October 4, 2024, the following individuals have advised the Commission they will participate in this meeting:

Victor Araiza, Member

John Berns, Alternate

Jason Cole, Member

Maddie Cook, Alternate

Maureen Cottingham, Member

John Dmytriw, Member

Rob Grether, Member

Robert Jackson, Member

Ohannes Karaoghlanian, Member

Rachael Laenen, Member

Hayden McIntyre, Alternate

Daryn Miller, Member

Peter Shore, Member

Tina Wolferd, Alternate

8:00 a.m.

1. Call to Order

a. Roll Call/Quorum

2. Opportunity for Public Comment

Any person may address the Board at this time on any subject within the jurisdiction of the California Avocado Commission.

3. Consent Calendar

- a. Consider approval of Board of Director's meeting minutes of August 15, 2024
- b. 2023-24 Financial and crop update
- c. Acceptance of Final 2023 Report of Independent Accountants on Management's Assertions on Compliance with Section V.D. of the Guidelines for Agricultural Marketing Service (AMS) Oversight of Commodity Research and Promotion Programs

4. Closed session regarding the appointment, employment, evaluation of performance, or dismissal of an employee pursuant to California Government Code Section 11126(a)(1)

- a. The Board may go into closed session to discuss and make recommendations regarding appointment, employment or dismissal of an employee.
- b. Vice President's Performance Reviews pursuant to Section 11126(a)(1) of the California Government Code.
- c. Return to open session and announce action taken in closed session, if any.

5. Treasurer's Report

- a. Auditor's Letters of Engagement for 2023-24 Financial Audit
- b. 2023-24 Profit Sharing Plan Contributions
- c. Financial Institution Review
 - i. Consider delegation to the Finance Committee of final approval to establish new bank accounts and line of credit
- d. CAC Reserves Policy
- e. Finance Committee Recommendation on 2024-25 Budget and Assessment Rate

6. Chairman's Report

- a. September 17-19 District grower meetings
- b. Funding for Districts
- 7. Consider Approval of Proposed 2024-25 CAC Business Plan and Budgets
- 8. Establish Assessment Rate for 2024-25 Fiscal Year

Time Item

9. Industry Affairs Report

- a. Potential Research Projects
- b. Update on USDA import inspections

11:00 a.m. 10. Deforestation

- a. Opportunity for Public Comment limited to the topic of Deforestation
- b. Board discussion

12:00 p.m. 11. Adjourn Meeting

Disclosures

The times listed for each agenda item are estimated and subject to change. It is possible that some of the agenda items may not be able to be discussed prior to adjournment. Consequently, those items will be rescheduled to appear on a subsequent agenda. All meetings of the California Avocado Commission are open to the public and subject to the Bagley-Keene Open Meeting Act.

All agenda items are subject to discussion and possible action. For more information, or to make a request regarding a disability-related modification or accommodation for the meeting, please contact April Aymami at 949-341-1955, California Avocado Commission, 12 Mauchly, Suite L, Irvine, CA 92618, or via email at aaymami@avocado.org. Requests for disability-related modification or accommodation for the meeting should be made at least 48 hours prior to the meeting time. For individuals with sensory disabilities, this document is available in Braille, large print, audiocassette or computer disk. This meeting schedule notice and agenda is available on the internet at https://www.californiaavocadogrowers.com/commission/meeting-agendas-minutes and https://it.cdfa.ca.gov/igov/postings/detail.aspx?type=Notices.

If you have questions on the above agenda, please contact April Aymami at aaymami@avocado.org or 949-341-1955.

Summary Definition of Conflict of Interest

It is each member's and alternate's responsibility to determine whether they have a conflict of interest and whether they should excuse themselves from a particular discussion or vote during a meeting. To assist you in this evaluation, the following *Summary Definition of Conflict of Interest* may be helpful.

A Commission *member or employee* has a conflict of interest in a decision of the Commission if it is reasonably foreseeable that the decision will have a material effect, financial or otherwise, on the member or employee or a member of his or her immediate family that is distinguishable from its effect on all persons subject to the Commission's jurisdiction.

No Commission member or employee shall make, or participate in making, any decision in which he or she knows or should know he or she has a conflict of interest.

No Commission member or employee shall, in any way, use his or her position to influence any decision in which he or she knows or should know he or she has a conflict of interest.

BOARD OF DIRECTORS MEETING, October 10, 2024

BOARD ACTION

ITEM 3.a: Consider approval of Board of Director's meeting minutes of August 15, 2024

SUMMARY:

The minutes of the Board of Directors' regular meeting of August 15, 2024 are attached for the Board's review and approval.

FISCAL ANALYSIS:

• Not applicable

BOARD OPTIONS:

- Approve minutes as presented
- Amend minutes
- Take no action

STAFF RECOMMENDATION:

Approve minutes as presented

EXHIBITS / ATTACHMENTS:

Minutes of the Board of Directors' regular meeting of August 15, 2024

CALIFORNIA AVOCADO COMMISSION BOARD MEETING MINUTES August 15, 2024

A meeting of the California Avocado Commission (CAC) Board was held on Thursday, August 15, 2024 with the following people present:

MEMBERS PRESENT

Victor Araiza
Will Carleton
Jason Cole
Quinn Cotter
Maureen Cottingham
John Dmytriw
Rob Grether
Jessica Hunter
Robert Jackson
Ohannes Karaoghlanian
Rachael Laenen
Daryn Miller

ALTERNATES PRESENT

John Berns Jamie Johnson

Peter Shore

MEMBERS ABSENT

None

ALTERNATES ABSENT

Maddie Cook Hayden McIntyre Jaime Serrato

OFFICIALLY PRESENT

David Anderson, Anderson Food Sales & Marketing Vickie Carpenter, USDA Carolyn Becker, CL Marketing Kathleen Johnson, PJ/PR Kim Kurata, Kurata Communications

Dennis Manderfield, *CDFA* Laura Paden, *PJ/PR* George Soares, *KSC* Tim Spann, *Spann Ag*

STAFF PRESENT

April Aymami
Zac Benedict
Dave Cruz
Stacia Kierulff
Ken Melban
Lori Small
Terry Splane
Cristina Wede

GUESTS PRESENT

Dan Coxe
Emiliano Escobedo
Nikki Ford
Danny Klittich
John McGuigan
Marji Morrow
Steven Muro
Matt Nelson
Barbara Pierce
Adriane Rippberger

Joanne Robles-Swanson Jamie Shafer Matt Schraut Gina Widjaja Tina Wolferd Charley Wolk 17607434724

ITEM #1 CALL TO ORDER

Roll Call/Quorum – Item 1.a.

Jason Cole, CAC chairman, called the meeting to order at 8:02 a.m. with a quorum present.

Introductions – Item 1.b.

April Aymami, CAC director of industry affairs and operations, announced the California Department of Food and Agriculture (CDFA) and US Department of Agriculture (USDA) representatives, CAC legal counsel, CAC staff and known guests participating in the meeting.

ITEM # 2 OPPORTUNITY FOR PUBLIC COMMENT

Dan Coxe, District 2 grower submitted a letter to chairman Jason Cole from the Avocado Growers of California (AGC) addressing items from CAC's June planning meeting and asking for item updates. Mr. Coxe requested to have his letter shared with the Board and his letter added to the meeting minutes.

Ohannes Karaoghlanian, CAC Board member shared that Reuben Hofshi, past CAC Board member and industry leader, has passed away.

Mr. Cole asked if there were any other comments. Hearing none, he moved to the next agenda item.

<u>Public Comment Written Statement – Dan Coxe</u> is attached to the permanent copy of these Minutes and identified as EXHIBIT A.

ITEM #3 CONSENT CALENDAR

Mr. Cole introduced the consent calendar items and asked for questions or comments. With no comments on the consent calendar items, the following motion was put forward:

MOTION:

The CAC Board of Directors approves the Consent Calendar, Items 3.a through 3.e as presented.

(Laenen/Cottingham) MSC Unanimous

MOTION 24-8-15-1

The <u>Consent Calendar</u> is included in the August Board Packet and is attached to the permanent copy of these Minutes and identified as EXHIBIT B, Items 3.a through 3.e.

ITEM #4 CONSIDER APPOINTMENT OF PRODUCER ALTERNATE MEMBER TO FILL EXISTING DISTRICT 2 VACANCY FOR TERM ENDING OCTOBER 31,2025

Mr. Cole reported there are two candidates who submitted nomination documents for the District 2 producer alternate member vacancy, Rex Kenyon and Tina Wolferd. Mr. Kenyon was not in attendance at the Board meeting. Ms. Wolferd was in attendance virtually and introduced herself.

Mr. Cole asked the Board if there were any other nominations from the floor. Hearing no other nominations, the Board discussed the two current candidates. Ohannes Karaoghlanian, CAC Board member nominated Tina Wolferd.

MOTION:

The CAC Board of Directors moves to appoint Tina Wolferd as District 2 producer alternate member with term ending October 31, 2025.

(Karaoghlanian/Araiza) MSC 11 Yea/1 Abstain

MOTION 24-8-15-2

The <u>District 2 Candidate Statements and Disclosure Forms</u> are included in the August 2024 Board Packet and are attached to the permanent copy of these Minutes and identified as EXHIBIT B, Item 4-1 through 4-5.

ITEM #5 CONSIDER APPOINTMENT OF HANDLER ALTERNATE TO FILL EXISTING VACANCIES FOR TERMS ENDING OCTOBER 31, 2025

Mr. Cole commented that CAC has not received any applications for this seat and asked if there were any nominations from the Board for the handler alternate member seat. No nominations were received.

ITEM #6 CODE OF CONDUCT

Proposed modifications - Item 6.a.

Mr. Cole reminded the Board that a Code of Conduct and Ethics policy for the Board of Directors was approved at the November 2023 meeting. At that meeting, Robert Jackson, CAC

Board member requested to work with George Soares, CAC legal counsel and Ken Melban, CAC vice president of industry affairs and operations to clarify language in the Duty to support section of the document.

The recommended language under the Code and Conduct and Ethics documents Responsibilities of Members; item 2. Duty of Loyalty; d. Duty to support is as follows:

"ii. When not representing CAC, if a Member expresses an opinion that is inconsistent with positions taken by CAC, the Member shall state that the opinion is not being communicated on behalf of CAC. When not representing CAC, if a Member expresses an opinion that is inconsistent with positions taken by CAC, the Member shall state that the opinion is not being communicated on behalf of CAC."

The Board discussed the proposed additional language and legal counsel clarified that it applies to both oral and written statements. Mr. Cole reminded the Board again that the Code of Conduct and Ethics policy has already been approved by the Board, the added language is only to clarify the specific section. Mr. Cole asked if there was any further discussion and heard none.

MOTION:

The CAC Board of Directors approves the proposed additional language in the Code of Conduct and Ethics as presented.

(Grether/Jackson) MSC Unanimous MOTION 24-8-15-3

The <u>Code of Conduct and Ethics</u> is included in the August 2024 Board Packet and is attached to the permanent copy of these Minutes and identified as EXHIBIT B, Items 6.a-1 through 6.a-6.

ITEM #7 INDUSTRY AFFAIRS/OPERATIONS

APHIS Operational Work Plan - Item 7.a.

Ken Melban, vice president of industry affairs and operations reported that he reached out to the APHIS executive director in April of this year regarding USDA's thoughts on deforestation. In the conversation with the APHIS executive director, he shared that coming out of the 2022 security breach in Mexico, the Mexican embassy state department recommended the USDA give up responsibility for the inspections in Mexico and transfer the responsibility to the Mexican government. APHIS executive director stated that when a work plan is opened, the tendency is to reduce the plan to make it less onerous.

Mr. Melban commented that in June, CAC received a call from a New York Times reporter that had been present at a press conference in Mexico City stating that an announcement was made that governments were going to be working towards a process where Mexico takes over the responsibility for the inspection services. The press conference comments were verified. In response, CAC issued a press release stating CAC's position that the inspection responsibilities should move away from the USDA. Mr. Melban commented that it is not USDA American employees processing the inspections, but Mexican nationals that are hired by the US government. Mr. Melban said it was important to bring the Board up to speed with this situation and the deforestation concerns that we all share. Mr. Melban stated CAC is prepared to do whatever the Board deems necessary to fight against this change.

Mr. Cole commented that this is an APHIS program (Animal and Plant Health Inspection Service), and USDA's concern is looking for pests that are a threat. Mr. Cole stated that these inspections have been running for many years and there have been no findings in terms of

pests. The mitigation efforts and spraying regiment that has been employed in Mexico has been working.

Robert Jackson, CAC Board member commented that if CAC is going to make sustainability a key emphasis in our marketing and mission statement, CAC needs to take a stance on deforestation in Mexico.

Mr. Cole commented that the Commission is using the term 'sustainable' because we were approved by the government to use it, but Mexico is also approved to use the term 'sustainable'. Mr. Cole commented that there are many different definitions of sustainable.

Mr. Melban commented that if he was to make a recommendation, it would be for Mr. Cole and himself to travel to Washington DC and meet with officials to let them know that the responsibility cannot be removed from USDA. Mr. Melban does not anticipate that deforestation would be discussed at that point because it is critical to maintain the oversite with USDA.

Robert Grether, CAC Board member commented that this discussion should remain relevant to California growers and relevant to the marketing that is effective in moving California fruit. He stated that the recommendation to have Mr. Cole and Mr. Melban travel to Washington DC to focus solely on the phytosanitary aspect is the right plan.

The Board continued to discuss the USDA inspectors, deforested land issues, sustainability questions and export certifications. Mr. Cole reminded the Board that no action can be taken action on these items today, but they can be added as an item to the next Board meeting agenda.

Public Records Act requests – Item 7.b.

Mr. Melban informed the Board that CAC has received three separate requests for public records under the Public Records Request Act. He stated that CAC is working with our legal counsel on these requests.

Mr. Melban provided an updated report on activities for industry affairs and operations for the last few months. The activities list was placed on the screen for the Board to review. Mr. Melban commented on item 13 on the list stating that CAC has received approval from the USDA to budget marketing salaries against HAB revenue for the 24-25 fiscal year. With no questions on the activities list, Mr. Melban introduced Dr. Tim Spann for an update on the fruit fly quarantine.

Dr. Tim Spann updated the Board on GEM and Lamb Hass being removed as potential hosts for the fruit flies. He said based on CAC's efforts Hass is no longer recognized as a host but USDA will not extend the non-host status to other varieties without data. Dr. Spann said that their initial effort is to collect data for GEM and Lamb Hass as prominent varieties being affected by the quarantines. The research needs to be done where both the fruit flies and the avocado varieties exist. Hawaii has been identified with the oriental fruit fly and they found one Lamb Hass grove that is lined up as a research location. Dr. Mark Hoddle is involved in this research and has reached out to his colleagues in Mexico to find other research locations. Dr. Spann said that there has been discussion with the USDA on what data they need to accept the other varieties.

Mr. Melban commented that they have been coordinating with the USDA and will be meeting in the next week to work on a plan to reach back out to the USDA to verify that we are tracking to achieve the goal to remove the other varieties.

Dr. Spann reported the Production Research Committee has been meeting regularly and each member was tasked with creating their own list of priorities for research. As a group, they came

together and prioritized all member list items. The final priority list should be completed by the next PRC meeting in September. Then the list will be sent out to the research community to vet interest from researchers in the priority topics.

Mr. Cole commented on Guatemala fruit, stating in his opinion, the biggest threat to California growers is the current systems approach that may be put into place regarding importation. Mr. Cole said that when Dr. Hoddle went to Guatemala in 2004 to prove that one moth used avocados as a host, during the research, Dr. Hoddle discovered four new species of moths that use avocados as a host. Proactive research needs to be done to verify other pests that are a threat to avocados.

Mr. Melban said CAC submitted comments on the Guatemala Pest Risk Assessment they are in review with USDA and APHIS.

Mr. Melban reported CAC has received comments from a couple of packers asking to add additional two GEM PLUs to mirror the Hass PLUs sizing. He said CAC's role is to facilitate a discussion among packers but ultimately it is a packers decision. T The <u>CAC Operations/Industry Affairs Activities</u> is attached to the permanent copy of these Minutes and identified as EXHIBIT C.

ITEM #8 MARKETING

<u>Update on 2023-24 activities and approved incremental marketing spend – Item 8.a.</u>
Terry Splane, vice president of marketing commented on sustainability and how it has complemented locally grown in the marketing messaging and brand. He said there is value and benefit in the brand with where we are today. Mr. Splane gave a quick summary of the presentation and informed the Board that his team will be presenting the marketing plan details.

Mr. Splane reviewed the Volume Absorption Plan and Late-Season Retail Promotions slides with the Board reflecting the calculations used. Rob Grether, CAC Board member commented that he is appreciative of these two slides for transparency of the CAC marketing strategy for a better understanding.

Zac Benedict, CAC marketing director presented the communications and media portion of the plan to be ahead of next year. Mr. Benedict discussed what was working, what wasn't working, how we can optimize with retargeting and test-and-learn new ads.

Carolyn Becker, CAC retail marketing director provided an overview of the anatomy of a retail promotion. Ms. Becker went through the four steps of retail promotion starting with plannings, retail marketing meetings, putting promotion ideas into action and promotion execution. She also discussed the online and mobile app shopper marketing campaign, digital coupons, social media and in-store activations.

Kathleen Johnson, PJ/PR discussed the retail communication support process. Ms. Johnson went through the setup, pitch, activations and post-activation wrap-up. Ms. Johnson also reviewed the Albertsons-Vons-Pavilions case study for the California avocado month.

Laura Paden, PJ/PR explained that the retail program works as an extension of the CAC marketing team with trusted relationships. She clarified the bounty of benefits that display the extension of CAC marketing and RMD teams, extension of retailer marketing teams, crossfunctional engagement and bonus benefits.

Kim Kurata, Kurata Communications provided an overview of the foodservice side of the marketing promotions. Ms. Karata discussed the foodservice anatomy of a promotion showing

the steps from operator engagement, promotion period and menu items, promotion activities, handler/supplier connection, promotion agreement, menu promotion and tracking results. She reviewed the chain promotion stores and locations along with the strong promotions and support.

Mr. Melban commented on the 2024-25 marketing budget presentation slide stating that the USDA has a policy that programs should provide proposed budgets sixty days in advance but with CAC having a fiscal year beginning November 1st, it is difficult to fulfill that request. As such, the marketing team used guiding principles and applied initial logic to budget expansion areas to support what the USDA needs to approve our budget November 1st.

Mr. Splane discussed the marketing budget and new areas of investment comparing the current 2023-24 budget to the estimated 2024-25 budget program areas. The significant marketing investment area that changed is the marketing activities support & personnel that will now include 85% of marketing personnel costs such as salaries, benefits, etc. that derive from the HAB budget.

Mr. Cole reminded the Board that the HAB marketing budget is set. He said of the 2.5 cents per pound of HAB funds, CAC receives 85%, which must be spent on CAC marketing. He added the goal is to maximize the HAB funds and keep the CAC assessment low.

Mr. Splane discussed the strategic trade promotion budget. He explained that the ask is for one million dollars outside of the budget to develop new business and geographies to sell through the incremental crop. The preference is to spend the funds in marketing development areas open to pure retailer expansion.

Mr. Cole explained that CAC has 2.3 million in reserves that are earmarked from HAB for marketing expenditures and the additional one million dollars would be coming out of the reserves.

The <u>Marketing Presentation</u> slides are attached to the permanent copy of these Minutes and identified as EXHIBIT D.

ITEM #9 2024-25 Planning

CAC management review of priorities - Item 9.a.

Mr. Melban said the CAC priorities are in the Board packet item 9.a and 9.b-1 through 9.b-10. Mr. Melban stated the underlined language modifications are modest and highlighted in the document.

Mr. Cole reminded the Board that the priorities and strategic intent is not an action item for today's meeting. However, if there is anything that needs to be addressed, we can discuss it because this will develop the business plan in October.

The Board continued to discuss proposed 2024-25 objectives and strategies, CAC management review of priorities and the verbiage in the document to wordsmith the underlined sections of the strategic intent of the business plan.

Consider approval of preliminary 2024-25 CAC budget - Item 9.d

Mr. Melban reported on the 2024-25 projection and budget with comparison to 2023-24. He said this was discussed in the finance committee and CAC has excess monies in reserves shown on agenda item 9.d-2 of the Board packet. Mr. Melban said the finance committee is recommending a zero percent (0%) CAC assessment rate, which will allow for CAC to live off

the reserves on the industry affairs and operations side for a year with a projected four hundred million pound crop.

The Board discussed the projection and budget for 2024-25 examining the crop estimate, revenues, expenditures, estimated ending reserves and assessment rate.

MOTION:

The CAC Board of Directors approves the preliminary 2024-25 budget with the addition of the one million dollar marketing strategic trade promotions budget and the CAC zero percent assessment rate as presented.

(Grether/Miller) MSC Unanimous

MOTION 24-8-15-4

<u>2024-25 Business Plan Strategic Intent</u> slides are included in the August 2024 Board Packet and are attached to the permanent copy of these Minutes and identified as EXHIBIT B, Items 9.a. and 9.b-2 through 9.b-10.

<u>2024-25 CAC Budget</u> is included in the August 2024 Board Packet and is attached to the permanent copy of these Minutes and identified as EXHIBIT B, Item 9.d-1 and 9.d-2.

ITEM #10 CLOSED SESSION REGARDING PENDING AND/OR ONGOING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 11126(e).

The Board began closed session at 12:20pm. The Board returned from closed session at 1:20pm with no action taken.

Mr. Cole asked if there were any further questions or comments and there were none.

ADJOURN MEETING

Mr. Cole adjourned the meeting at 1:21 p.m. The next regularly scheduled Board meeting will be held on October 10, 2024.

Respectfully submitted,

Stacia Kierulff, CAC Human Resources Manager

I certify that the above is a true statement of the Minutes of August 15, 2024 approved by the CAC Board of Directors on October 10, 2024.

Daryn Miller, CAC Board Secretary

EXHIBITS ATTACHED TO THE PERMANENT COPY OF THESE MINUTES

EXHIBIT A Opportunity for Public Comment Statements

EXHIBIT B August 15, 2024 Board Packet

EXHIBIT C CAC Operations/Industry Affairs Activities

EXHIBIT D Marketing Presentation

EXHIBIT E August 15, 2024 Board Meeting AB 2720 Roll Call Vote Tally Summary



Meeting Name:	Meeting Location:	Meeting Date:
California Avocado	Hybrid – Irvine	August 15, 2024
Commission Regular	-	-
Board Meeting		

Attendees Who Voted	MOTION 24-8-15-1	MOTION 24-8-15-2	MOTION 24-8-15-3	MOTION 24-8-15-4
Jessica Hunter	Yea	Abstain	Yea	Yea
Robert Jackson	Yea	Yea	Yea	Yea
Victor Araiza	Yea	Yea	Yea	Yea
Ohannes Karaoghlanian	Yea	Yea	Yea	Yea
Jason Cole	Did Not Vote	Did Not Vote	Did Not Vote	Did Not Vote
Rob Grether	her Yea		Yea	Yea
Maureen Cottingham	Yea	Yea	Yea	Yea
Rachael Laenen	Yea	Yea	Yea	Yea
Daryn Miller	Yea	Yea	Yea	Yea
Will Carleton	Yea	Yea	Yea	Yea
Peter Shore	Yea	Yea	Yea	Yea
John Dmytriw	Yea	Yea	Yea	Yea
Quinn Cotter	Yea	Yea	Yea	Yea
Outcome	Unanimous	11 Yea/1 Abstain	Unanimous	Unanimous



BOARD OF DIRECTORS MEETING, October 10, 2024

BOARD INFORMATION

ITEM 3.b: 2023-24 FINANCIAL UPDATES

SUMMARY:

Attached is the financial performance report as prepared by CAC's outsourced accounting firm, Signature Analytics, for the month ending August 30, 2024. The report includes CAC income statements and statements of net position, including year-to-date actual versus budget comparisons.

FISCAL ANALYSIS:

Not applicable

COMMITTEE OPTIONS:

Discussion item only

STAFF RECOMMENDATION:

• Not applicable

EXHIBITS / ATTACHMENTS:

- Financial Performance Report for the month ending August 30, 2024
- 2023-24 Pounds & Dollars by Variety Report (November 2023 through August 2024)



California Avocado Commission

MONTHLY REPORT

August 2024



EXECUTIVE SUMMARY

CAC Total Revenue has exceeded budget by \$8M or 87% year-to-date due to higher than expected Assessment Revenue. Although the timing of the harvest had been slightly delayed, it has exceeded expectations with 344.9M lbs harvested year-to-date. CAC and HAB Assessment revenue exceeded budget by \$5.6M and \$2.6M, respectively. Pine Tree Ranch Crop revenue has also exceeded budget by \$47K.

On the expense side, Marketing expenses accounted for \$5.5M of the total \$8.4M in expenses and were \$599K lower than budget due to lower Retail & Consumer Promotions of \$511K and Consumer Marketing costs of \$88K. Marketing expenses overall are currently 65% of total expenses vs. a budget of 67%.

Total Operations expenses at \$2.2M year-to-date consist mainly of Personnel expenses of \$1.4M that were under budget by \$29K. Additionally, Commissioner expenses were down \$44K to budget due to lower Board travel and meeting expenses. Operations accounted for 26% of total spending vs. a budget of 25%.

Industry Affairs expenses of \$536K were under the budget by \$44K due to lower than expected Grower Communication costs (\$32K) and Industry Statistics and Information costs (\$13K). Industry Affairs accounted for 6.4% of total spending which met the budget target.

Overall, the organization experienced a \$8.77M surplus as compared to a \$66K budgeted surplus. This \$8.7M variance is driven by the larger than expected harvest at a higher value than budgeted, driving \$8.27M in additional assessment revenue. That combined with the lower than expected Consumer Marketing costs is producing favorable financial results overall. At August 31, 2024 the total cash balance is \$12.8M.

Crop Information

For the period of November 2023 through July 2024, CAC assessment reports indicate 292.7M pounds of California avocados (all varieties) were harvested at an average price per pound of \$1.43. Approximately 52.2M pounds were reported to AMRIC as harvested in August 2024 with an estimated average price per pound of \$1.72. This would bring the total estimated harvested through August 2024 to 344.9M pounds at an average price per pound of \$1.44.

Laura Bertagnolli

Laura M. Bertagnolli Consulting CFO

April Aymami

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DocuSigned by:

Try Splane

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October 3, 2024 | 12:31 PM PDTOctober 3, 2024 | 9:22 AM PDTOctober 3, 2024 | 8:09 AM PDT

Key Performance Indicators (KPIs)

California Avocado Commission

	FY2024 YTD	FY2024 YTD Budget	vs Budget
Total Revenue	\$17,164,935	\$9,166,018	87%
Surplus/(Deficit)	\$8,768,607	\$65,769	13232%
Marketing Expense %	65.1%	66.6%	-1.5%
Operation Expense %	26.2%	25.1%	1.1%
Industry Affairs Expense %	6.4%	6.4%	0.0%
Mktg Exp % of Revenue	32%	66%	-34%
Op Exp % of Revenue	13%	25%	-12%
Ind Aff Exp % of Revenue	3%	6%	-3%
Cash on Hand	\$12,763,853		
Current Ratio	13.56:1		

California Avocado Commission Statement of Financial Position

As of August 31, 2024

	Total
ASSETS	
Current Assets	
Bank Accounts	
10001-000 Petty Cash	-
10010-000 BMO Checking (5241) - CAC	3,747,164
10110-000 BMO Money Market (5407) - CAC	9,005,626
10210-000 Cash - LAIF - CAC	11,064
Total Bank Accounts	\$ 12,763,853
Accounts Receivable	
12901-000 Misc Receivables (A/R)	25,800
Total Accounts Receivable	\$ 25,800
Other Current Assets	
11001-000 CAC Assessment Receivable	1,917,800
11002-000 HAB Assessment Receivable	2,329,300
12004-000 Due from Avocado Inspection Program	3,671
12701-000 Grant Receivable	235,931
12801-000 Voluntary Life Benefit Receivable	-
13001-000 Prepaid Deposits	11,353
13002-000 Prepaid Expenses	50,417
Misc Receivable (old non-AR)	-
Total Other Current Assets	\$ 4,548,471
Total Current Assets	\$ 17,338,125
Fixed Assets	
15001-000 Furniture	26,160
15002-000 Accumulated Depreciation-Furniture	(26,160)
15101-000 Office Equipment	61,002
15102-000 Accumulated Depreciation-Office Equip.	(61,002)
15301-000 Software	15,022
15302-000 Accumulated Depreciation-Software	(15,022)
15401-000 Land Improvements	108,559
15402-000 Accumulated Depreciation-Land Improvements	(108,559)
Total Fixed Assets	\$ -
Other Assets	
16001-000 Mauchly Office Lease	634,985
16002-000 Mauchly Amortization	(478,854)
16003-000 Pine Tree Lease	117,985
16004-000 Pine Tree Amortization	(9,832)
16101-000 Quadient Capital Lease	3,436
16102-000 Quadient Amortization	(2,555)

16103-000 CBE 2020 Sharp Capital Lease	-
16104-000 CBE 2020 Sharp Amortization	-
16105-000 CBE 2022 Sharp Capital Lease	13,544
16106-000 CBE 2022 Sharp Amortization	(5,748)
16107-000 CBE 2020 Ricoh Capital Lease	-
16108-000 CBE 2020 Ricoh Amortization	-
16109-000 CBE 2022 Ricoh Capital Lease	13,653
16110-000 CBE 2022 Ricoh Amortization	(6,826)
17000-000 Merchandise Shop Inventory	-
Total Other Assets	\$ 279,786
TOTAL ASSETS	\$ 17,617,911
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20001-000 Accounts Payable (A/P)	905,339
Total Accounts Payable	\$ 905,339
Other Current Liabilities	
20002-000 Accounts Payable - Clearing	-
20009-000 Miscellaneous Payable	-
20101-000 Accrued Expenses	154,913
21011-000 Section 125 Payable	-
21021-000 Vacation Payable - Short Term	59,801
21031-000 Deferred Compensation Payable	-
24001-000 ST Lease Liability - LACA1	132,663
24002-000 ST Lease Liability - CAPO1	14,725
24101-000 ST Lease Liability - MAFI1	909
24102-000 ST Lease Liability - CBE 2020 Sharp	-
24103-000 ST Lease Liability - CBE 2022 Sharp	5,296
24104-000 ST Lease Liability - CBE 2020 Ricoh	-
24105-000 ST Lease Liability - CBE 2022 Ricoh	4,744
Total Other Current Liabilities	\$ 373,051
Total Current Liabilities	\$ 1,278,390
Long-Term Liabilities	
28011-000 LT Lease Liability - CAPO1	95,422
28110-000 LT Lease Liability - MAFI1	-
28111-000 LT Lease Liability - LACA1	33,464
28112-000 LT Lease Liability - CBE 2022 Sharp	2,726
28114-000 LT Lease Liability - CBE 2022 Ricoh	2,298
Total Long-Term Liabilities	\$ 133,911
Total Liabilities	\$ 1,412,301
Equity	
32000-000 Retained Earnings	4,441,572
32010-000 Net Assets	-

32011-000 Net Assets-Restricted for Marketing	2,951,115
32012-000 Net Assets-Invested in Leased Assets	42,715
32013-000 Net Assets-Unrestricted	-
Total 32010-000 Net Assets	\$ 2,993,831
Net Revenue	8,770,207
Total Equity	\$ 16,205,610
TOTAL LIABILITIES AND EQUITY	\$ 17,617,911

California Avocado Commission Statement of Activities - Summary August 2024 YTD

		Actual		Budget	Variance (\$)	Variance (%)
Revenue						
40001-000 CAC Assessment Revenue-Current Year		10,514,265		4,872,318	5,641,947	116%
40002-000 CAC Assessment Revenue-Prior Year		1,221		-	1,221	200/
40011-000 HAB Rebate Assess. Revenue-Current Year		6,448,432		3,817,870	2,630,562	69%
40012-000 HAB Rebate Assess. Revenue-Prior Year		(3,024)		-	(3,024)	500/
42001-000 Accounting/Administration Fee Revenue (AIP)		25,415		50,830	(25,415)	-50%
Total 46000-000 Grant Funding		-		300,000	(300,000)	-100%
48001-000 Interest Income		9,249		5,000	4,249	85%
48003-000 Other - Pine Tree Ranch Crop Income		121,979		75,000	46,979	63%
48009-000 Other Income - Misc		47			47	
48009-118 Other Income - From the Grove		47,350		45,000	2,350	5%
Total Revenue	\$	17,164,935		9,166,018		87%
Gross Profit	\$	17,164,935	\$	9,166,018	\$ 7,998,918	87%
Expenditures						
50000-000 Marketing						
51000-000 Consumer Marketing						
Total 51000-000 Consumer Marketing	\$	3,220,988		3,309,215	\$ (88,227)	-3%
Total 52000-001 Trade Relations	\$	589,069	\$	541,226	\$ 47,843	9%
Total 52010-000 Retail & Consumer Promotions	\$	666,064	\$	1,177,250	\$ (511,186)	-43%
Total 52200-000 Data, Research & Analysis	\$	245,338	\$	238,250	\$ 7,088	3%
Total 52400-000 Administration & Other	\$	48,195	\$	33,720	\$ 14,475	43%
Total 52000-000 Trade - Retail	\$	1,548,666	\$	1,990,446	\$ (441,780)	-22%
Total 53000-000 Trade - Foodservice	\$	391,308	\$	455,590	\$ (64,282)	-14%
Total 54000-000 Consumer Public Relations	\$	182,749	\$	192,500	\$ (9,751)	-5%
Total 59000-000 Marketing Activities Support	\$	117,903	\$	113,000	\$ 4,903	4%
Total 50000-000 Marketing	\$	5,461,614	\$	6,060,751	\$ (599,137)	-10%
64000-000 Industry Affairs						
Total 64000-001 Industry Statistics and Information	\$	51,592	\$	65,075	\$ (13,483)	-21%
Total 64100-000 Grower Communications	\$	89,467	\$	121,975	\$ (32,508)	-27%
Total 64200-000 Issues Management	\$	168,025	\$	168,700	\$ (675)	0%
Total 64300-000 Legal & Governance	\$	132,552	\$	88,000	\$ 44,552	51%
Total 64400-000 Demonstration Grove	\$	48,540	\$	71,105	\$ (22,565)	-32%
Total 64500-000 Education & Outreach	\$	1,769	\$	2,350	\$ (581)	-25%
Total 64800-000 Other Industry Affairs	\$	43,917	\$	62,300	\$ (18,383)	-30%
Total 64000-000 Industry Affairs	\$	535,863	\$	579,505	\$ (43,642)	-8%
65000-000 Production Research						
Total 65000-000 Production Research	\$	79,486	\$	141,526	\$ (62,040)	-44%
65400-000 Industry Research Support						
Total 65400-000 Industry Research Support	\$	_	\$	32,500	\$ (32,500)	-100%
66010-000 Grant Programs						
Total 66010-000 Grant Programs	\$	117,428	\$	-	\$ 117,428	
70000-000 Operations						
Total 71100-000 Office Expense	\$	172,435	\$	302,553	\$ (130,118)	-43%
Total 71200-000 Professional Fees	\$	334,141		362,350		-8%
Total 71301-000 Salaries/Wages	\$	1,090,076	\$	1,092,700		0%
Total 71311-000 Pension Expense	\$	91,369		98,020		-7%
Total 71321-000 Payroll Tax & Work Comp	\$	84,139		83,940		0%
Total 71331-000 Benefits	\$	184,009		204,060		-10%
Total 71300-000 Personnel Expenses	\$	1,449,593		1,478,720		-2%
Total 71400-000 Commissioner Expenses	\$	25,256		70,250	,	-64%
Total 73000-000 Information Technology	\$	80,156		70,393	. , , ,	14%
Total 78000-000 Depreciation, Interest & Other Operations	\$	138,152		1,700		8027%
Total 70000-000 Operations	\$	2,199,734		2,285,966		-4%
Total Expenditures	\$	8,394,125		9,100,248		-8%
Net Operating Revenue	\$	8,770,810		65,769		13236%
Total Other Expenditures	\$	2,203	\$		\$ 2,203	13230%
Net Revenue	\$	8,768,607		65,769		13232%
TO TOTALING	φ	0,100,001	Ψ	33,709	ψ 0,702,030	1323270

California Avocado Commission Statement of Activities - Detail August 2024 YTD

		Actual	ı	Budget	Variance (\$)	Variance (%)
Revenue						
40001-000 CAC Assessment Revenue-Current Year		10,514,265		4,872,318	5,641,947	116%
40002-000 CAC Assessment Revenue-Prior Year		1,221		-	1,221	
40011-000 HAB Rebate Assess. Revenue-Current Year		6,448,432		3,817,870	2,630,562	69%
40012-000 HAB Rebate Assess. Revenue-Prior Year		(3,024)		-	(3,024)	
42001-000 Accounting/Administration Fee Revenue (AIP)		25,415		50,830	(25,415)	-50%
46000-000 Grant Funding					-	
46020-000 USDA Grant - FAS MAP Korea - Revenue				160,000	(160,000)	-100%
46021-000 USDA Grant - FAS MAP China - Revenue				140,000	(140,000)	-100%
Total 46000-000 Grant Funding	\$		\$	300,000		-100%
48001-000 Interest Income		9,249		5,000	4,249	85%
48003-000 Other - Pine Tree Ranch Crop Income		121,979		75,000	46,979	63%
48009-000 Other Income - Misc		47		45.000	47	50/
48009-118 Other Income - From the Grove	_	47,350	•	45,000	2,350	5%
Total Revenue Gross Profit	\$ \$	17,164,935 17,164,935		9,166,018		87% 87%
Expenditures	Þ	17,164,935	Þ	9,100,010	\$ 7,998,918	67%
50000-000 Marketing						
51000-000 Consumer Marketing						
51001-072 Media Planning & Buying, Media Cost Reporting-Curious Plot		1,335,174		1,521,640	(186,466)	-12%
51002-000 Production		2,923		1,021,040	2,923	-1270
51002-072 Strategy, Campaign Creative Development & Production-Curious Plot		452,555		453,616	(1,061)	0%
51004-072 Consumer Marketing - Retail-Curious Plot		813,182		772,626	40,556	5%
51801-072 Account Administration-Curious Plot		192,226		158,333	33,893	21%
55101-000 Email Content		704		-	704	2170
55101-072 Consumer Email Marketing-Curious Plot		112,567		121,000	(8,433)	-7%
55103-072 Social Media & Content Marketing-Curious Plot		286,532		256,875	29,657	12%
57002-000 Consumer Research		25,125		25,125	-	0%
Total 51000-000 Consumer Marketing	\$	3,220,988	\$	3,309,215	\$ (88,227)	-3%
52000-000 Trade - Retail						
52000-001 Trade Relations						
52001-066 Trade Advertising-Media-Fusion		112,380		120,000	(7,620)	-6%
52002-066 Trade Advertising-Production-Fusion		35,752		24,600	11,152	45%
52022-000 Dues		21,653		13,505	8,148	60%
52024-000 Sponsorships-Southern California Locations		4,865		1,350	3,515	260%
52042-000 Conventions		23,255		-	23,255	
52043-000 Booth Storage		304		911	(608)	-67%
52052-081 Program Admin/Strategy/Planning-PJ/PR		21,000		21,000	-	0%
52053-081 Retail Communications - Retail Resources-Fees-PJ/PR		8,000		8,000	-	0%
52055-081 Key Account Marketing Communications-Fees-PJ/PR		157,860		147,860	10,000	7%
52071-075 Key Account Coverage-TX/MW/SE-Anderson		79,000		79,000	-	0%
52075-013 Key Account Coverage-SW/NW-Becker		125,000		125,000	-	0%
Total 52000-001 Trade Relations	\$	589,069	\$	541,226	\$ 47,843	9%
52010-000 Retail & Consumer Promotions						
52113-000 Co-Marketing Photo Shoot		2,393		13,000	(10,607)	-82%
52124-000 Retail Performance Programs-Retail Promotions		337,637		675,000	(337,363)	-50%
52125-000 Retail Brand Awareness Programs		177,693		270,000	(92,307)	-34%
52129-000 Retailer Social Media Advertising Support		12,750		45,000	(32,250)	-72%
52131-000 Retail Merchandising Services (POS Placement)				7,000	(7,000)	-100%
52132-000 Retail Identity Programs-Display Bins		46,674		55,000	(8,326)	-15%
52301-000 Premiums		4,313		-	4,313	
52303-000 Storage/Fulfillment		25,744		27,250	(1,506)	-6%
54205-000 Retail Content Development-CAC		58,861		85,000	(26,139)	-31%
Total 52010-000 Retail & Consumer Promotions	\$	666,064	\$	1,177,250	\$ (511,186)	-43%
52200-000 Data, Research & Analysis						
52202-000 Retail POS Scan Data-IRI		66,031		62,000	4,031	7%
52204-066 Data Analysis & Retail Research-FUSION		74,530		84,500	(9,970)	-12%
52206-086 Inventory Reporting-AVMA		2,250		2,250	-	0%
52211-066 California Avocado Market Analysis-Fusion		48,002		38,000	10,002	26%

Part	50042 000 Datail Current Consultation Disputer Deserver 9 Data Admin Fusion		E4 E0E	E1 E00	2.025	60/
対対性の関係性の関係性の関係性の関係性の関係性の関係性の関係性の関係性の関係性の関係	52213-066 Retail Support, Consultation, Planning, Program & Data Admin-Fusion Total 52200-000 Data Research & Analysis		54,525 245 338 \$	51,500 238 250	3,025 \$ 7,088	6% 3%
	· · · · · · · · · · · · · · · · · · ·	Ť	210,000 \$	200,200	,,,,,,	0,0
	52140-098 Grower Communications-GingerRoot		4,300	8,720	(4,420)	-51%
1982年 日本	52401-000 Travel Expenses - Marketing		31,930	10,500	21,430	204%
1.0001000 1.00010000 1.000100000 1.00010000000 1.00010000000000	52411-000 Office Expenses - Marketing		11,965	14,500	(2,535)	-17%
対対性の対対性の対対性の対対性の対対性の対対性の対対性の対対性の対対性の対対性	Total 52400-000 Administration & Other	\$	48,195 \$	33,720	\$ 14,475	43%
対対ののでからからではいまりでは、	Total 52000-000 Trade - Retail	\$	1,548,666 \$	1,990,446	\$ (441,780)	-22%
対対の対対の対対の対対の対対の対対の対対の対対の対対の対対の対対の対対の対対の	53000-000 Trade - Foodservice					
対対性のではからでからいまたのでは、できまりでは、で	53101-070 Public Relations-KC		53,921	77,900	(23,979)	-31%
1988 1988	53103-000 Foodservice Events		979	-	979	
対対のであり、	53103-070 Foodservice Events-KC		161,978	161,100	878	1%
対対のでは、対対の				-		
対対ので対対の代別的が対対的で対対のであるが、対対の						
対対 では、						
Common Public Pending Public Pending Public Pending Public Publ						
March Marc	- · · · · · · · · · · · · · · · · · · ·	_				
Section Process Proc		\$	391,308 \$	455,590	\$ (64,282)	-14%
54100 Cacal Motin GutscharbitchingExperiential Reporting (Scion) (PR)-Curus Pict (Scion) (Scion			24.026	25 000	(74)	00/
Application of State Media Conteach Principal Principal State				25,000		0%
March Marc				52 500		7%
Part						
\$1,000 Marketing Palming Sport \$1,000		\$				
51503-000 Marketing/Planning/Special Projects-Rolfo 1,122 500 1,422 2,000 51503-000 Marketing planning/Special Projects-Rolfo 10,175 1,000 2,00		•	102,140 \$	102,000	(0,101)	-370
September Programm 100,700 100,700 20,200 20,200 Schilden Deport Program 6,000 1,000 0,000	-		1.928	500	1.428	286%
Total 5000-000 Marketing Support						
Total 198000000 Marketing Activities Support 8 1,100 (1) 8 1,100 (1) 8 1,000 (1) 1 1,000 (1) Total 1000-000 Marketing \$ 1,600 (1) \$ (1,000 (1))						
Marcian Marc		\$				4%
\$1,000 or Industry Statistics and Information	Total 50000-000 Marketing	\$	5,461,614 \$	6,060,751	\$ (599,137)	-10%
1,100 1,20	64000-000 Industry Affairs					
\$\ \omegaster \$\ \omegaste	64000-001 Industry Statistics and Information					
64002-000 Crop Forcesting and Analysis-Land IX 3,050 0,000 0,000 64002-104 Crop Forcesting And Analysis-Land IX 37,175 37,175 - 0,000 Total 64000-001 Industry Statistics and Information 1,000 1,000 0,000 0,000 64100-000 Grower Communications 1,000 3,000 1,010 3,000 64105-000 Online Information - GingerRoot 1,250 8,250 4,000 1,000 -1,000 64106-000 Publications 4,000 1,000 -1,000 <t< td=""><td>64001-000 AMRIC Operation</td><td></td><td>1,199</td><td>13,500</td><td>(12,301)</td><td>-91%</td></t<>	64001-000 AMRIC Operation		1,199	13,500	(12,301)	-91%
64002-104 Crop Forecasting And Analysis-Land IO 37,175 10 mode (about Industry Statistics and Information) 8 mode (about Industry Statistics and Information) 10 mode (about Industry Statistics	64001-130 AMRIC Operation-Hooman Mohammadpour		9,600	8,750	850	10%
Total 6400-001 Industry Statistics and Information	64002-000 Crop Forecasting and Analysis		3,619	5,650	(2,031)	-36%
\$\frac{6}{100-000 Grower Communications} \$\frac{1}{2}\text{off 105-000 Online Information GingerRoot} \$\frac{1}{2}\text{off 205-000 Online Information-GingerRoot} \$\frac{1}{2}\text{off 205-000 Online Information-Fishbook} \$\frac{1}{2}off 205-000 Online Informat	64002-104 Crop Forecasting And Analysis-Land IQ		37,175	37,175	-	0%
64108-000 Online Information 1.99 3.00 (1,01) 3.3% 64108-089 Online Information-GingerRoot 12,500 8.250 4.250 5.2% 64108-089 Online Information-Fishhook 1 4,000 4,000 4,000 4,000 1.0% 64108-087 Publications-ROMO 4,102 2,250 (1,102) 2,250 (1,102) -0.0% 64108-088 Publications-GingerRoot 7,200 11,102 1,103 4,000 (6,58) -3.3% 64108-189 Publications-GingerRoot 4,001 11,00 1,00 4,000 6,580 -1,006 64108-189 Publications-GingerRoot 4,001 11,00 1,00 4,000 6,500 (5,580) -1,006 64108-008 Annual Report 4,001 4,000 6,000 (7,531) -3.7% 64108-009 Annual Report 4,000 4,000 4,000 6,000 -1,000 64108-009 Annual Report 4,000 4,000 4,000 4,000 4,000 4,000 4,000 4,000 4,000 4,000 4,000	Total 64000-001 Industry Statistics and Information	\$	51,592 \$	65,075	\$ (13,483)	-21%
64105-098 Online Information-GingerRoot 12,500 8,200 4,200 1,000 64106-099 Online Information-Fishhook 4,000 (4,000) -1,00% 64106-009 Publications 4,800 2,000 -2,000 -8,00% 64106-085 Publications-ROMO 11,125 2,250 (1,125) -95% 64106-089 Publications-GingerRoot 7,200 11,875 (4,675) -39% 64106-098 Publications-Champ 48,011 5,000 (5,580) -11% 64107-000 Annual Meeting 12,649 20,000 (7,351) -37% 64108-098 Annual Report 4,000 6,598 -11% 64109-090 Grower Communications 8,9467 121,975 32,500 (7,351) -37% 64200-000 Issues Management 42,688 43,000 (30,00) -10% 64200-000 Legislative & Regulatory Advocacy 38,333 38,00 (30,01) -1% 64200-000 Legislative & Regulatory Advocacy 38,333 38,00 (67) 0% 6421-000 Legislative & Regulatory Advocacy 42,68 38,00	64100-000 Grower Communications					
64105-099 Online Information-Fishhook 4,000 (4,000) -1,00% 64106-000 Publications 480 2,500 (2,020) -81% 64106-067 Publications-ROMO 1,125 2,250 (1,150) -50% 64106-088 Publications-Exo Withr 1,100 1,100 - -0% 64106-098 Publications-Ghamp 48,014 54,000 (5,966) -11% 64106-118 Publications-Champ 48,014 54,000 (5,966) -11% 64106-098 Publications-Champ 48,014 54,000 (5,966) -11% 64107-000 Annual Meeting 12,649 20,000 (6,506) -10% 64108-098 Annual Report-GingerRoot 4,000 6,500 (2,010) -22% 64108-098 Submissional Route Communications 4,000 6,500 (2,010) -22% 64108-098 Submissional Route Communications 4,000 4,000 4,000 4,000 4,000 4,000 4,000 4,000 4,000 4,000 4,000 4,000 4,000 4,000 4,000 4,000 4,000	64105-000 Online Information		1,999	3,000	(1,001)	-33%
64106-000 Publications 480 2,500 (2,00) -81% 64106-067 Publications-ROMO 1,125 2,250 (1,125) -50% 64106-085 Publications-Fox Wthr 1,100 1,100 1,100 -1,00 -0 0% 64106-085 Publications-GingerRoot 7,200 11,875 (4,675) -39% 64106-118 Publications-Champ 48,014 54,000 (5,906) -11% 64107-000 Annual Reeping 12,649 20,000 (7,351) -37% 64108-000 Annual Report-GingerRoot 1,000 6,500 (6,500) -100% 64109-000 Grower Communications 8,846 1,21,975 \$ 32,500 -2,700 </td <td>64105-098 Online Information-GingerRoot</td> <td></td> <td>12,500</td> <td>8,250</td> <td>4,250</td> <td>52%</td>	64105-098 Online Information-GingerRoot		12,500	8,250	4,250	52%
64106-067 Publications-ROMO 1,125 2,250 (1,125) -50% 64106-085 Publications-Gox With 1,100 1,100 - - 0% 64106-098 Publications-GingerRoot 7,200 11,1875 (4,675) -39% 64106-098 Publications-Champ 48,014 54,000 (7,501) -37% 64108-090 Annual Meeping 12,649 20,000 (7,501) -37% 64108-098 Annual Report-GingerRoot 4,000 6,500 (2,100) -22% 70tal 64100-000 Grower Communications 8,407 12,187 3(2,500) -27% 64200-000 Issues Management 42,698 43,000 (302) -1% 64200-000 Research Program Coordination & Outreach 84,383 48,500 (118) 0% 64200-000 Issues Management 2,212 2,000 (18) 0% 6421-000 Qustainability Project 2,212 2,000 (18) 0% 64300-000 Legal & Governance 4,70 5,000 (67) 0% 64300-000 Legal & Governance 1,70 1,70						
64106-085 Publications-Fox Withr 1,100 1,100 1,00 - 0,00 64106-098 Publications-GingerRoot 7,200 11,875 (4,675) - 3,98 64106-118 Publications-Champ 48,014 54,000 (5,5806) - 11,96 64107-000 Annual Meeting 12,689 20,000 (3,551) - 3,78 64108-098 Annual Report-GingerRoot 4,400 6,500 (2,100) - 32,89 64108-098 Annual Report-GingerRoot 4,400 6,500 (2,100) - 32,89 64108-098 Management 4,269 43,000 (30,20) - 1,76 64200-000 Issues Management 42,698 43,000 (30,20) - 1,8 64200-000 Legislative & Regulatory Advocacy 84,382 84,500 (118) 0,9 64201-000 Issues Management 84,382 84,500 (118) 0,9 64201-000 Issues Management 84,382 84,500 (18) - 2,9 64300-000 Legislative & Regulatory Advocacy 31,800 16,500 4,600 - 6,000 64300-000 Legislative & Regulatory Advocacy 4,100					, ,	
64106-098 Publications-GingerRoot 7,200 11,875 (4,675) -39% 64106-118 Publications-Champ 48,014 54,000 (5,586) -11% 64107-000 Annual Meeting 12,649 20,000 (7,551) -37% 64108-000 Annual Report 4,000 6,000 (5,500) -100% 64108-000 Annual Report-GingerRoot 4,400 6,500 (2,100) -27% 70tal 64100-000 Grower Communications 8,947 121,975 \$ (32,500) -27% 64200-000 Issues Management 42,698 43,000 (30) (30) -10 64200-000 Issues Management 42,698 43,000 43,000 (30) (118) 0% 64200-000 Issues Management 42,698 43,000 43,000 (30) (118) 0% 64200-000 Issues Management 81,303 38,000 (67) 0% 64211-000 Sustainability Project 21,200 18,700 18,700 4,700 6 18,700 4,700 18,700 4,700 6 6,700 6 6					(1,125)	
64106-118 Publications-Champ 48,014 54,000 6,5986 -11% 64107-000 Annual Meeting 12,649 20,000 (7,351) -37% 64108-090 Annual Report 8,500 (8,500) -10,00% 64108-098 Annual Report-GingerRoot 4,400 5,00 (2,100) -22% 7 total 64100-000 Grower Communications 8,846 7 12,197 3,2580 -27% 64200-000 Issues Management 4,2698 43,000 (302) -1% 64200-000 Fleid/Technical Support 4,2698 4,300 (302) -1% 64200-000 Legislative & Regulatory Advocacy 38,33 38,800 (67) 0% 64200-000 Issues Management 2,212 2,400 (188) -8% 7 total 64200-000 Issues Management 4,764 5,000 (236) 0% 64300-000 Legisla & Governance 4,764 5,000 (236) -5% 64300-000 Legisla & Governance 4,764 5,000 4,600 -5% 64300-000 Legisla & Governance 12,769 8,300 4,600 -5%					-	
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64302-000 Legal Support 127,698 83,000 44,698 54% 64303-000 Governance Support 91 - 91 -91			4,764	5,000	(236)	-5%
Total 64300-000 Legal & Governance \$ 132,552 \$ 88,000 \$ 44,552 51% 64400-000 Demonstration Grove 500 20,750 (20,250) -98% 64402-000 Pine Tree - Grove Management 23,190 28,600 (5,410) -19% 64403-000 Pine Tree - Utilities (3,260) 4,500 (7,760) -172%	64302-000 Legal Support					54%
64400-000 Demonstration Grove 500 20,750 (20,250) -98% 64402-000 Pine Tree - Grove Management 23,190 28,600 (5,410) -19% 64403-000 Pine Tree - Utilities (3,260) 4,500 (7,760) -172%	64303-000 Governance Support		91	-	91	
64401-000 Pine Tree - Rent 500 20,750 (20,250) -98% 64402-000 Pine Tree - Grove Management 23,190 28,600 (5,410) -19% 64403-000 Pine Tree - Utilities (3,260) 4,500 (7,760) -172%	Total 64300-000 Legal & Governance	\$	132,552 \$	88,000	\$ 44,552	51%
64402-000 Pine Tree - Grove Management 23,190 28,600 (5,410) -19% 64403-000 Pine Tree - Utilities (3,260) 4,500 (7,760) -172%	64400-000 Demonstration Grove					
64403-000 Pine Tree - Utilities (3,260) 4,500 (7,760) -172%	64401-000 Pine Tree - Rent		500	20,750	(20,250)	-98%
	64402-000 Pine Tree - Grove Management		23,190	28,600	(5,410)	-19%
64404-000 Pine Tree - Property Tax & Insurance 2,372 2,100 272 13%	64403-000 Pine Tree - Utilities		(3,260)	4,500	(7,760)	-172%
	64404-000 Pine Tree - Property Tax & Insurance		2,372	2,100	272	13%

64405-000 Pine Tree - Miscellaneous Expense		1,740	-	1,740	4000/
64406-000 Pine Tree - Crop Harvesting 64407-000 Pine Tree - Crop Hauling		23,998	12,000 500	11,998 (500)	100% -100%
64408-000 Pine Tree - CAC Assessment			1,405	(1,405)	-100%
64409-000 Pine Tree - HAB Assessment			1,250	(1,250)	-100%
Total 64400-000 Demonstration Grove	\$	48,540 \$	71,105 \$	(22,565)	-32%
64500-000 Education & Outreach			,	,,,,,	
64501-000 Field Meetings, Seminars & Workshops		932	1,000	(68)	-7%
64502-000 Pine Tree Ranch Field Days		837	1,350	(513)	-38%
Total 64500-000 Education & Outreach	\$	1,769 \$	2,350 \$	(581)	-25%
64800-000 Other Industry Affairs					
64801-000 Coalition Dues, Sponsorships , Registrations & Rep		20,650	20,100	550	3%
64801-086 Industry Reports-AVMA		360	400	(40)	-10%
64803-000 Travel Expenses - Industry Affairs		18,327	30,000	(11,673)	-39%
64804-000 Office Expenses - Industry Affairs		843	7,500	(6,657)	-89%
64901-000 Misc IA Exps (Theft Reward)		3,738	4,300	(562)	-13%
Total 64800-000 Other Industry Affairs	\$	43,917 \$	62,300 \$	(18,383)	-30%
Total 64000-000 Industry Affairs	\$	535,863 \$	579,505 \$	(43,642)	-8%
65000-000 Production Research					
65100-000 Pest & Disease			20 572	(20 E72)	1000/
65131-000 Phenology and Ecology of Avocado Lace Bug Total 65100-000 Pest & Disease		- \$	30,572 30,572 \$	(30,572) (30,572)	-100% -100%
65200-000 Breeding, Varieties & Genetics	ş	- \$	30,572 \$	(30,572)	-100%
65215-000 Commercial-Scale Field Testing of Advanced Rootstock		44,814	67,221	(22,407)	-33%
65217-000 CAL POLY - Commercial-scale field testing and potential release of five elite advanced rootstocks		1,145	10,206	(9,061)	-89%
Total 65200-000 Breeding, Varieties & Genetics	\$	45,959 \$	77,427 \$	(31,468)	-41%
65300-000 Cultural Management	,	,	, .	(, , , , ,	
65323-000 Develop tools and info on crop water use		33,527	33,527	-	0%
Total 65300-000 Cultural Management	\$	33,527 \$	33,527 \$	-	0%
Total 65000-000 Production Research	\$	79,486 \$	141,526 \$	(62,040)	-44%
65400-000 Industry Research Support					
65403-000 FFAR Fellow Sponsor - Landesman			32,500	(32,500)	-100%
Total 65400-000 Industry Research Support	\$	- \$	32,500 \$	(32,500)	-100%
66010-000 Grant Programs					
66015-000 Export Marketing					
66020-000 USDA Grant - FAS MAP Korea		50,063	-	50,063	
66021-000 USDA Grant - FAS MAP China		67,365	-	67,365	
Total 66015-000 Export Marketing	\$	117,428 \$	- \$	117,428	
Total 66010-000 Grant Programs	\$	117,428 \$	- \$	117,428	
70000-000 Operations					
71100-000 Office Expense		(0)	100.010	(400.040)	4000/
71101-000 Office Rent - CAC Mauchly, Irvine		(0)	108,319	(108,319)	-100% 18%
71102-000 Rent-CAM, Ins, Prop Tax		25,208 6,931	21,350 7,750	3,858 (819)	-11%
71104-000 Rent-Offsite Storage 71111-000 Insurance-Liability		86,887	93,084	(6,197)	-7%
71121-000 Office Expenses - Operations		1,962	2,900	(938)	-32%
71122-000 Office Supplies		1,927	3,000	(1,073)	-36%
71123-000 Janitorial		5,130	5,750	(620)	-11%
71131-000 Office Utilities		11,115	12,000	(885)	-7%
71141-000 Bank & Payroll Fees		8,371	13,150	(4,779)	-36%
71151-000 Equipment Maintenance & Expense		5,168	15,050	(9,882)	-66%
71161-000 Telephone		6,853	6,600	253	4%
71162-000 Employee Communication Expense		12,000	12,000	-	0%
71181-000 Postage & Courier Service		882	1,600	(718)	-45%
Total 71100-000 Office Expense	\$	172,435 \$	302,553 \$	(130,118)	-43%
71200-000 Professional Fees					
71201-000 CPA-Financial Audits		37,800	40,000	(2,200)	-6%
71203-000 CPA-Assessment Audits			28,500	(28,500)	-100%
71207-000 CDFA Fiscal and Compliance Audit		9,922	14,500	(4,578)	-32%
71211-000 Calif. Department of Food & AgCDFA		66,837	68,300	(1,463)	-2%
71221-000 Dept. of Ag-USDA/AMS		47,177	50,000	(2,823)	-6%
71235-000 Legal-Ballard/Rosenberg-Labor Issues				540	
		540	-		
71236-000 Outsourced Accounting		150,620	125,000	25,620	20%
78301-000 Pension Adm & Legal		150,620 21,245	125,000 36,050	25,620 (14,805)	-41%
	\$	150,620	125,000	25,620	

71301-000 Salaries/Wages				
71302-000 Salaries/Wages - IA & Ops	504,448	498,700	5,748	1%
71303-000 Salaries/Wages - Marketing	 585,628	594,000	(8,372)	-1%
Total 71301-000 Salaries/Wages	\$ 1,090,076	\$ 1,092,700	\$ (2,624)	0%
71311-000 Pension Expense				
71312-000 Pension Expense - IA & Ops	56,295	49,870	6,425	13%
71313-000 Pension Expense - Marketing	 35,074	48,150	(13,076)	-27%
Total 71311-000 Pension Expense	\$ 91,369	\$ 98,020	\$ (6,651)	-7%
71321-000 Payroll Tax & Work Comp				
71322-000 Payroll Tax & Work Comp - IA & Ops	39,462	39,370	92	0%
71323-000 Payroll Tax & Work Comp - Marketing	44,677	44,570	107	0%
Total 71321-000 Payroll Tax & Work Comp	\$ 84,139	\$ 83,940	\$ 199	0%
71331-000 Benefits				
71332-000 Benefits - IA & Ops	91,840	111,930	(20,090)	-18%
71333-000 Benefits - Marketing	92,168	92,130	38	0%
Total 71331-000 Benefits	\$ 184,009	\$ 204,060	\$ (20,051)	-10%
Total 71300-000 Personnel Expenses	\$ 1,449,593	\$ 1,478,720	\$ (29,127)	-2%
71400-000 Commissioner Expenses				
71403-000 Travel Expenses - Board Members	7,408	40,000	(32,592)	-81%
71404-000 Board Meeting Expenses	15,066	27,250	(12,184)	-45%
71405-000 HAB BOLD Participation	2,783	3,000	(217)	-7%
Total 71400-000 Commissioner Expenses	\$ 25,256	\$ 70,250	\$ (44,994)	-64%
73000-000 Information Technology				
73001-000 Network Maintenance	27,442	31,673	(4,231)	-13%
73002-000 Network Hardware, Software & Licenses	17,838	8,920	8,918	100%
73003-000 IT Support & Consulting	12,114	14,200	(2,086)	-15%
73004-000 Accounting & Assessment System	15,955	7,400	8,555	116%
73005-000 IT Services	6,808	8,200	(1,393)	-17%
Total 73000-000 Information Technology	\$ 80,156	\$ 70,393	\$ 9,763	14%
78000-000 Depreciation, Interest & Other Operations				
78101-000 Travel Expenses - Operations	1,119	1,200	(81)	-7%
78401-000 Membership Dues & Registration	264	300	(36)	-12%
78501-000 Dues, Education, Training, Recruitment & Other	133	200	(68)	-34%
79001-000 Amortization Expense	132,733	-	132,733	
79100-000 Interest Expense	3,905	-	3,905	
Total 78000-000 Depreciation, Interest & Other Operations	\$ 138,152	\$ 1,700	\$ 136,452	8027%
Total 70000-000 Operations	\$ 2,199,734	\$ 2,285,966	\$ (86,232)	-4%
Total Expenditures	\$ 8,394,125	\$ 9,100,248	\$ (706,123)	-8%
Net Operating Revenue	\$ 8,770,810	\$ 65,769	\$ 8,705,041	13236%
Other Expenditures				
99999-000 Suspense	2,203		2,203	
Total Other Expenditures	\$ 2,203	\$ -	\$ 2,203	
Net Other Revenue	\$ (2,203)	\$ - :	\$ (2,203)	
Net Revenue	\$ 8,768,607	\$ 65,769	\$ 8,702,838	13232%

CALIFORNIA AVOCADO COMMISSION POUNDS & DOLLARS BY VARIETY

November 2023 Through August 2024

Month	Hass Pounds	Lamb Pounds	Gem Pounds	Others Pounds	Total Pounds	Hass Dollars	Lamb Dollars	Gem Dollars	Others Dollars	Total Dollars	Avg \$/Lb
Nov 2023	32,150		0	14,285	46,435	\$33,700	0	\$	\$3,769	\$37,469	\$0.807
Dec 2023	1,945		0	31,708	33,653	\$5,770	0	\$	\$21,964	\$27,734	\$0.824
Jan 2024	154,510		0	52,526	207,036	\$129,076	0	\$	\$40,703	\$169,779	\$0.820
1st QTR	188,605	0	0	98,519	287,124	\$168,546	0	0	\$66,436	\$234,982	\$0.818
Feb 2024	2,319,879		0	35,940	2,355,819	\$2,542,582	0	\$	\$28,647	\$2,571,229	\$1.091
Mar 2024	18,710,691		158,109	10,371	18,879,171	\$23,353,592	0	\$225,508	\$26,676	\$23,605,776	\$1.250
Apr 2024	49,397,415		1,223,713	20,702	50,641,830	\$63,243,687	0	\$1,570,305	\$24,558	\$64,838,550	\$1.280
2nd QTR	70,427,985	0	1,381,822	67,013	71,876,820	\$89,139,861	0	\$1,795,813	\$79,881	\$91,015,555	\$1.266
1st Half	70,616,590	0	1,381,822	165,532	72,163,944	\$89,308,407	0	\$1,795,813	\$146,317	\$91,250,537	\$1.264
May 2024	65,300,778		2,491,367	95,951	67,888,096	\$81,430,440	0	\$3,246,782	\$106,577	\$84,783,799	\$1.249
Jun 2024	75,684,158	99,138	969,449	59,541	76,812,286	\$113,348,271	\$180,203	\$1,773,780	\$67,270	\$115,369,524	\$1.502
Jul 2024	71,065,335	3,993,900	552,843	265,277	75,877,355	\$109,491,308	\$5,650,613	\$872,256	\$245,747	\$116,259,924	\$1.532
3rd QTR	212,050,271	4,093,038	4,013,659	420,769	220,577,737	\$304,270,019	\$5,830,816	\$5,892,818	\$419,594	\$316,413,247	\$1.434
Aug 2024	44,751,687	6,237,269	29,916	90,959	51,109,831	\$76,217,112	\$9,197,544	\$44,525	\$113,892	\$85,573,073	\$1.674
4th QTR	44,751,687	6,237,269	29,916	90,959	51,109,831	\$76,217,112	\$9,197,544	\$44,525	\$113,892	\$85,573,073	\$1.674
2nd Half	256,801,958	10,330,307	4,043,575	511,728	271,687,568	\$380,487,131	\$15,028,360	\$5,937,343	\$533,486	\$401,986,320	\$1.480
Total	327,418,548	10,330,307	5,425,397	677,260	343,851,512	\$469,795,538	\$15,028,360	\$7,733,156	\$679,803	\$493,236,857	\$1.434
Year-to-Date % of Crop	95.22%	3.00%	1.58%	.20%	100.00%	95.25%	3.05%	1.57%	.14%	100.00%	
Year-to-Date Average \$/lb						\$1.435	\$1.455	\$1.425	\$1.004	\$1.434	



BOARD OF DIRECTORS MEETING, October 10, 2024

BOARD ACTION

ITEM 3.c:

Acceptance of Final 2023 Report of Independent Accountants on Management's Assertions on Compliance with Section V.D. of the *Guidelines for Agricultural Marketing Service (AMS) Oversight of Commodity Research and Promotion Programs*

SUMMARY:

Each year the Commission engages our auditing firm to complete an examination of CAC's compliance with Section V.D. of the Guidelines for Agricultural Marketing Service (AMS) Oversight of Commodity Research and Promotion Programs. This examination is completed as part of the annual audit services, and was completed for the 2022-23 fiscal year in January 2024. In June 2024, USDA AMS requested that the CAC Board formally approve the final examination report, which is attached here for the Board's review and approval as part of the Consent Calendar at the October 10, 2024 meeting.

FISCAL ANALYSIS:

Not applicable

BOARD OPTIONS:

- Approve examination report
- Take no action

STAFF RECOMMENDATION:

Approve examination report as presented

EXHIBITS / ATTACHMENTS:

 Final 2023 Report of Independent Accountants on Management's Assertions on Compliance with Section V.D. of the Guidelines for Agricultural Marketing Service (AMS) Oversight of Commodity Research and Promotion Programs



REPORT OF INDEPENDENT ACCOUNTANTS

CALIFORNIA AVOCADO COMMISSION – EXAMINATION - 2023

October 31, 2023



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Schedule of findings and questioned costs	3



Report of Independent Accountants on Management's Assertions on Compliance with Section V.D. of the Guidelines for Agricultural Marketing Service (AMS) Oversight of Commodity Research and Promotion Programs

Board of Directors
California Avocado Commission

We have examined California Avocado Commission (the "Commission") management's assertion that the Commission complied with the following compliance requirements regarding for the year ended October 31, 2023:

- No funds were used for the purpose of influencing governmental policy or action, per 7
 U.S.C. Section 7804(k) of the Hass Avocado Promotion, Research, and Information Act (Act) related to the use of assessments for the purpose of influencing legislation, as the term is defined in Section 4911(d) of the Internal Revenue Code and Title 26 of the United States Code.
- 2. The Commission's investment policy is in compliance with the AMS investment policy, as stated in the Guidelines, Appendix 3 Directive 2210.2 "Investment of Public Funds" dated February 7, 2011.
- Funds are used only for projects and other expenses authorized in a budget approved by the United States Department of Agriculture (USDA), per Section II of the of the Guidelines for AMS Oversight Of Commodity Research And Promotion Programs (Guidelines).
- 4. Funds are used only in accordance with the rules, regulations and policies of the Act, the Guidelines, and the Hass Avocado Promotion, Research, and Information Order (Order).
- 5. No violations of the Act, Order or the Guidelines.
- Complied with allowability provisions of the Code of Federal Regulations (7 CFR Part 1219) Hass Avocado Promotion, Research, and Information Order.
- 7. Complied with Section 7804 subsection B part (8) of the Hass Avocado Promotion, Research and Information Act and Section 1219.2 subsection (b) of the Hass Avocado Promotion, Research and Information Order.
- 8. Expended assessment funds for purposes authorized by the Hass Avocado Promotion, Research and Information Act and Order.

The Commission's management is responsible for its assertions. Our responsibility is to express an opinion on management's assertions about the Commission's compliance with the compliance requirements referred to above based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants; the standards applicable to attestation engagements contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the Guidelines. Those standards and the Guidelines require that we plan and perform the examination to obtain reasonable assurance about whether management's assertions about compliance with the compliance requirements referred to above are in accordance with the criteria, in all material respects. An examination involves performing procedures to obtain evidence about management's assertions. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material misstatement of management's assertions, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the Commission's compliance with the compliance requirements referred to above.

In our opinion, management's assertions that the Commission complied with the compliance requirements referred to above for the year ended October 31, 2023, are fairly stated, in all material respects.

The purpose of this report is to examine management's assertions about compliance with the compliance requirements referred to above relative to the Commission's application of AMS Guidelines for the year ended October 31, 2023. The report is not suitable for any other purpose.

Irvine, California April 26, 2024

Moss Adams UP

California Avocado Commission Schedule of Findings and Questioned Costs Year Ended October 31, 2023

Part A – Attestation Findings

None reported





BOARD OF DIRECTORS MEETING, October 10, 2024

BOARD ACTION

ITEM 5.a: AUDITOR'S LETTERS OF ENGAGEMENT FOR 2023-24 FINANCIAL AUDIT

SUMMARY:

The Letter of Engagement (LOE) for the 2023-24 Financial Statement Audit Service from Moss Adams LLP is attached here for Committee review. The LOE confirms the understanding between the Commission and Moss Adams regarding the services and deliverables that Moss Adams will provide, the audit objectives to be achieved, schedule and timing of testwork, and fees for services to be performed. The LOE includes audit services only where an opinion is rendered on the financial statements. Moss Adams will conduct the audit in accordance with auditing standards generally accepted in the U.S. and also with standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States.

In conjunction with the Financial Statement Audit, the U.S. Department of Agriculture (USDA) requests that that Moss Adams examine whether the Commission complied with the requirements of Section V.D. of the Guidelines for Agricultural Marketing Service (AMS) Oversight of Commodity Research and Promotion Programs, dated January 2020, for the year ended October 31, 2024.

In addition to the annual Financial Statement Audit, the Commission will engage Moss Adams to perform a fiscal and compliance assessment for fiscal year 2023-24. This is a requirement set by the California Department of Food and Agriculture (CDFA) in 2009 which aims to assess the Commission's compliance with its General Rules for Travel and Other Expenditures. The LOE for 2023-24 CDFA Fiscal and Compliance Assessment from Moss Adams also is attached for Committee review.

FISCAL ANALYSIS:

 If the Committee accepts the Moss Adams LOEs for the financial statement audit, USDA AMS compliance examination and CDFA compliance assessment, the cost would be approximately \$51,000

BOARD OPTIONS:

- Accept the Moss Adams LOEs for 2023-24 Financial Statement Audit & Fiscal and Compliance Assessment.
- Seek a different audit/accounting firm to perform the required services

STAFF RECOMMENDATION:

Accept the LOEs as presented

EXHIBITS / ATTACHMENTS:

- Letter of Engagement for 2023-24 Financial Statement Audit Services from Moss Adams
- Letter of Engagement for Examination of Commission Compliance with USDA AMS Guidelines
- Letter of Engagement for 2023-24 CDFA Fiscal and Compliance Assessment Services from Moss Adams



2040 Main Street Suite 900 Irvine, CA 92614

October 2, 2024

Mr. Ken Melban Vice President, Industry Affairs and Operations California Avocado Commission 12 Mauchly, Suite L Irvine, California 92618

Re: Audit and Nonattest Services

Dear Ken:

Thank you for the opportunity to provide services to California Avocado Commission. This engagement letter ("Engagement Letter") and the attached Professional Services Agreement, which is incorporated by this reference, confirm our acceptance and understanding of the terms and objectives of our engagement, and limitations of the services that Moss Adams LLP ("Moss Adams," "we," "us," and "our") will provide to California Avocado Commission ("you," "your," and "Commission").

Scope of Services – Audit

You have requested that we audit the Commission's financial statements, which comprise the statement of net position as of October 31, 2024, and the related statement of revenue, expenses, and changes in net position and statement of cash flows for the year then ended, and the related notes to the financial statements. We will also report on whether the budgetary comparison schedule, combining statement of revenues, expenses and changes in net position, and schedule of program expense, presented as supplementary information, are fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis, to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Government's RSI in accordance with auditing standards generally accepted in the United States of America. We will not express an opinion or provide assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide assurance. The following RSI will be subjected to certain limited procedures, but will not be audited:

1) Management's discussion and analysis

Scope of Services and Limitations – Nonattest

We will provide the Commission with the following nonattest services:

1) Assist you in drafting the financial statements and related footnotes as of and for the year ended October 31, 2024.

Our professional standards require that we remain independent with respect to our attest clients, including those situations where we also provide nonattest services such as those identified in the preceding paragraphs. As a result, Commission management must accept the responsibilities set forth below related to this engagement:

- Assume all management responsibilities.
- Oversee the service, by designating an individual, preferably within senior management, who
 possesses suitable skill, knowledge, and/or experience to oversee our nonattest services. The
 individual is not required to possess the expertise to perform or reperform the services.
- Evaluate the adequacy and results of the nonattest services performed.
- Accept responsibility for the results of the nonattest services performed.

It is our understanding that April Aymami, CAC industry affairs director, has been designated by the Commission to oversee the nonattest services and that in the opinion of the Commission is qualified to oversee our nonattest services as outlined above. If any issues or concerns in this area arise during the course of our engagement, we will discuss them with you prior to continuing with the engagement.

Timing

Matt Parsons is responsible for supervising the engagement and authorizing the signing of the report. We expect to begin our audit in December 2024 and complete fieldwork in January 2025. As we reach the conclusion of the audit, we will coordinate with you the date the audited financial statements will be available for issuance. You understand that (1) you will be required to consider subsequent events through the date the financial statements are available for issuance, (2) you will disclose in the notes to the financial statements the date through which subsequent events have been considered, and (3) the subsequent event date disclosed in the footnotes will not be earlier than the date of the management representation letter and the date of the report of independent auditors.

Our scheduling depends on your completion of the year-end closing and adjusting process prior to our arrival to begin the fieldwork. We may experience delays in completing our services due to your staff's unavailability or delays in your closing and adjusting process. You understand our fees are subject to adjustment if we experience these delays in completing our services.

Fees

We estimate that our fees for the services will be \$39,000 and we will seek your approval for any budget overrun.

In addition to fees, we will charge you for expenses. Our invoices include a flat expense charge, calculated as five percent (5%) of fees, to cover expenses such as copying costs, postage, administrative billable time, report processing fees, filing fees, and technology expenses. Travel expenses and client meals/entertainment expenses subject to your pre-approval will be billed separately and are not included in the 5% charge.

Our ability to provide services in accordance with our estimated fees depends on the quality, timeliness, and accuracy of the Commission's records, and, for example, the number of general ledger adjustments required as a result of our work. To assist you in this process, we will provide you with a Client Audit Preparation Schedule that identifies the key work you will need to perform in preparation for the audit. We will also need your accounting staff to be readily available during the engagement to respond in a timely manner to our requests. Lack of preparation, poor records, general ledger adjustments, and/or untimely assistance will result in an increase of our fees.

Reporting

We will issue a written report upon completion of our audit of the Commission's financial statements. Our report will be addressed to the Board of Directors of the Commission. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. Our services will be concluded upon delivery to you of our report on your financial statements for the year ended October 31, 2024.

Other Information in an Annual Report with Audited Financial Statements

It is our understanding that the Commission's annual report will contain, accompany, or incorporate by reference the financial statements and our auditor's report thereon. We further understand that the Commission plans to issue such documents on or before April 2025. You agree to provide the final version of the document(s) comprising the annual report as soon as it is available. If some or all of the documents will not be available until after the date of the auditor's report on the financial statements, we will request a written representation from management at the conclusion of the audit that asserts the final version of the annual report will be provided to us when available, and prior to issuance by the Commission.

Ken Melban California Avocado Commission October 2, 2024 Page 4 of 4

We appreciate the opportunity to be of service to you. If you agree with the terms of our engagement as set forth in the Agreement, please sign the enclosed copy of this letter and return it to us with the Professional Services Agreement.

Very truly yours,

Matt Parsons, Partner for Moss Adams LLP

Matt Parons

Enclosures

Accepted and Agreed:

This Engagement Letter and the attached Professional Services Agreement set forth the entire understanding of California Avocado Commission with respect to this engagement and the services to be provided by Moss Adams LLP:

Signature:		
Drint Name		
Print Name:		
Title:		
Date <u>:</u>		

Client: #869393 v. 6/13/2024

PROFESSIONAL SERVICES AGREEMENT

Audit and Nonattest Services - Government Auditing Standards Version (no compliance audit)

This Professional Services Agreement (the "PSA") together with the Engagement Letter, which is hereby incorporated by reference, represents the entire agreement (the "Agreement") relating to services that Moss Adams will provide to the Commission. Any undefined terms in this PSA shall have the same meaning as set forth in the Engagement Letter.

Objectives of the Audit

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives also include reporting on the following:

 Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by Government Auditing Standards.

The report on internal control and compliance will include a statement that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control over financial reporting or on compliance, that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control over financial reporting and compliance, and, accordingly, it is not suitable for any other purpose.

The objectives of our audit are also to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

The Auditor's Responsibility

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. As part of an audit conducted in accordance with U.S. GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are
 appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the
 Commission's internal control or to identify deficiencies in the design or operation of internal control. However, we will
 communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control
 relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates
 made by management, as well as evaluate the overall presentation of the financial statements, including the
 disclosure, and whether the financial statements represent the underlying transactions and events in a manner that
 achieves fair presentation
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Commission's ability to continue as a going concern for a reasonable period of time

The supplementary information will be subject to certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves.

If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Procedures and Limitations

Our procedures may include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of certain receivables and certain other assets, liabilities and transaction details by correspondence with selected customers, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from management about the financial statements and supplementary information and related matters. Management's failure to provide representations to our satisfaction will preclude us from issuing our report.

An audit includes examining evidence, on a test basis, supporting the amounts and disclosures in the financial statements. Therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Material misstatements may include errors, fraudulent financial reporting, misappropriation of assets, or noncompliance with the provisions of laws, regulations, contracts, and grant agreements that are attributable to the entity or to acts by management or employees acting on behalf of the entity that may have a direct financial statement impact. Pursuant to *Government Auditing Standards*, we will not provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements and noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards*. An audit is not designed to detect immaterial misstatements or noncompliance with the provisions of laws, regulations, contracts, and grant agreements that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors, fraudulent financial reporting, misappropriation of assets, and noncompliance with the provisions of laws, regulations, contracts and grant agreements that come to our attention, unless clearly inconsequential. We will also inform you of any other conditions or other matters involving internal control, if any, as required by *Government Auditing Standards*. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any time period for which we are not engaged as auditors.

We may assist management in the preparation of the Commission's financial statements and supplementary information. Regardless of any assistance we may render, all information included in the financial statements and supplementary information remains the representation of management. We may issue a preliminary draft of the financial statements and supplementary information to you for your review. Any preliminary draft financial statements and supplementary information should not be relied upon, reproduced or otherwise distributed without the written permission of Moss Adams.

Management's Responsibility

As a condition of our engagement, management acknowledges and understands that management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. We may advise management about appropriate accounting principles and their application and may assist in the preparation of your financial statements, but management remains responsible for the financial statements. Management also acknowledges and understands that management is responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud. This responsibility includes the maintenance of adequate records, the selection and application of accounting principles, and the safeguarding of assets. You are responsible for informing us about all known or suspected fraud affecting the Commission involving: (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Commission received in communications from employees, former employees, regulators or others.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

Management is responsible for establishing and maintaining internal control over compliance with the provisions of laws, regulations, contracts, and grant agreements, and for identifying and ensuring that you comply with such provisions. Management is also responsible for addressing the audit findings and recommendations, establishing and maintaining a process to track the status of such findings and recommendations, and taking timely and appropriate steps to remedy any fraud and noncompliance with the provisions of laws, regulations, contracts, and grant agreements or abuse that we may report.

Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Management agrees that as a condition of our engagement, management will provide us with:

 access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, whether obtained from within or outside of the general and subsidiary ledgers (including all information relevant to the preparation and fair presentation of disclosures), such as records, documentation, and other matters:

- additional information that we may request from management for the purpose of the audit; and
- unrestricted access to persons within the Commission from whom we determine it necessary to obtain audit evidence.

Management's Responsibility to Notify Us of Affiliates

Our professional standards require that we remain independent of the Commission as well as any "affiliate" of the Commission. Professional standards define an affiliate as follows:

- a fund, component unit, fiduciary activity or entity that the Commission is required to include or disclose, and is
 included or disclosed in its basic financial statements, in accordance with generally accepted accounting principles
 (U.S. GAAP);
- a fund, component unit, fiduciary activity or entity that the Commission is required to include or disclosed in its basic financial statements in accordance with U.S. GAAP, which is material to the Commission but which the Commission has elected to exclude, and for which the Commission has more than minimal influence over the entity's accounting or financial reporting process;
- an investment in an investee held by the Commission or an affiliate of the Commission, where the Commission or affiliate controls the investee, excluding equity interests in entities whose sole purpose is to directly enhance the Commission's ability to provide government services;
- an investment in an investee held by the Commission or an affiliate of the Commission, where the Commission or
 affiliate has significant influence over the investee and for which the investment is material to the Commission's
 financial statements, excluding equity interests in entities whose sole purpose is to directly enhance the
 Commission's ability to provide government services

In order to fulfill our mutual responsibility to maintain auditor independence, you agree to notify Moss Adams of any known affiliate relationships, to the best of your knowledge and belief. Additionally, you agree to inform Moss Adams of any known services provided or relationships between affiliates of the Commission and Moss Adams or any of its employees or personnel.

Management's Responsibility for Supplementary Information

Management is responsible for the preparation of the supplementary information in accordance with the applicable criteria. Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. Management is responsible to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the entity of the supplementary information and the auditor's report thereon. For purposes of this Agreement, audited financial statements are deemed to be readily available if a third party user can obtain the audited financial statements without any further action by management. For example, financial statements on your Web site may be considered readily available, but being available upon request is not considered readily available.

Other Information Included in an Annual Report

When financial or nonfinancial information, other than financial statements and the auditor's report thereon, is included in an entity's annual report, management is responsible for that other information. Management is also responsible for providing the document(s) that comprise the annual report to us as soon as it is available.

Our opinion on the financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon. Our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the audited financial statements. If we identify that a material inconsistency or misstatement of the other information exists, we will discuss it with you; if it is not resolved U.S. GAAS requires us to take appropriate action.

Kev Audit Matters

U.Š. GAAS does not require the communication of key audit matters in the audit report unless engaged to do so. You have not engaged us to report on key audit matters, and the Agreement does not contemplate Moss Adams providing any such services. You agree we are under no obligation to communicate key audit matters in the auditor's report.

If you request to engage Moss Adams to communicate key audit matters in the auditor's report, before accepting the engagement we would discuss with you the additional fees to provide any such services, and the impact to the timeline for completing the audit.

Dissemination of Financial Statements

Our report on the financial statements must be associated only with the financial statements that were the subject of our engagement. You may make copies of our report, but only if the entire financial statements (including related footnotes and supplementary information, as appropriate) are reproduced and distributed with our report. You agree not to reproduce or associate our report with any other financial statements, or portions thereof, that are not the subject of this engagement.

Offering of Securities

This Agreement does not contemplate Moss Adams providing any services in connection with the offering of securities, whether registered or exempt from registration, and Moss Adams will charge additional fees to provide any such services. You agree not to incorporate or reference our report in a private placement or other offering of your equity or debt securities without our express written permission. You further agree we are under no obligation to reissue our report or provide written permission for the use of our report at a later date in connection with an offering of securities, the issuance of debt instruments, or for any other circumstance. We will determine, at our sole discretion, whether we will reissue our report or provide written permission for the use of our report only after we have conducted any procedures we deem necessary in the circumstances. You agree to provide us with adequate time to review documents where (a) our report is requested to be reissued, (b) our report is included in the offering document or referred to therein, or (c) reference to our firm is expected to be made. If we decide to reissue our report or provide written permission to the use of our report, you agree that Moss Adams will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to reissue our report or withhold our written permission to use our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our engagement documentation for those periods, we are under no obligation to permit such access.

Changes in Professional or Accounting Standards

To the extent that future federal, state, or professional rule-making activities require modification of our audit approach, procedures, scope of work, etc., we will advise you of such changes and the impact on our fee estimate. If we are unable to agree on the additional fees, if any, that may be required to implement any new accounting and auditing standards that are required to be adopted and applied as part of our engagement, we may terminate this Agreement as provided herein, regardless of the stage of completion.

Representations of Management

During the course of our engagement, we may request information and explanations from management regarding, among other matters, the Commission's operations, internal control, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide us with a written representation letter confirming some or all of the express representations made by authorized member of the Commission's management during the engagement. The procedures that we will perform in our engagement will be heavily influenced by the representations that we receive from management. Accordingly, false representations could cause us to expend unnecessary efforts or could cause a material error or fraud to go undetected by our procedures. In view of the foregoing, you agree that we will not be responsible for any misstatements in the Commission's financial statements and supplementary information that we fail to detect as a result of false or misleading representations, whether oral or written, that are made to us by the Commission's management. While we may assist management in the preparation of the representation letter, it is management's responsibility to carefully review and understand the representations made therein.

In addition, because our failure to detect material misstatements could cause others relying upon our audit report to incur damages, the Commission further agrees to indemnify and hold us harmless from any liability and all costs (including legal fees) that we may incur in connection with claims based upon our failure to detect material misstatements in the Commission's financial statements and supplementary information resulting in whole or in part from knowingly false or misleading representations made to us by any authorized member of the Commission's management.

Fees and Expenses

The Commission acknowledges that the following circumstances will result in an increase of our fees:

- Failure to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
- Failure to complete the audit preparation work by the applicable due dates;

- Significant unanticipated transactions, audit issues, or other such circumstances;
- Delays causing scheduling changes or disruption of fieldwork;
- After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit;
- Issues with the prior audit firm, prior year account balances or report disclosures that impact the current year engagement; and
- An excessive number of audit adjustments.

We will endeavor to advise you in the event these circumstances occur, however we may be unable to determine the impact on the estimated fee until the conclusion of the engagement. We will bill any additional amounts based on the experience of the individuals involved and the amount of work performed.

Billings are due upon presentation and become delinquent if not paid within 30 days of the invoice date. Any past due fee under this Agreement shall bear interest at the highest rate allowed by law on any unpaid balance. In addition to fees, you may be billed for expenses and any applicable sales and gross receipts tax. Direct expenses may be charged based on out-of-pocket expenditures, per diem allotments, and mileage reimbursements, depending on the nature of the expense. Indirect expenses, such as processing time and technology expenses, may be passed through at our estimated cost and may be billed as a flat charge or a percentage of fees. If we elect to suspend our engagement for nonpayment, we may not resume our work until the account is paid in full. If we elect to terminate our services for nonpayment, or as otherwise provided in this Agreement, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our work. You will be obligated to compensate us for fees earned for services rendered and to reimburse us for expenses. You acknowledge and agree that in the event we stop work or terminate this Agreement as a result of your failure to pay on a timely basis for services rendered by Moss Adams as provided in this Agreement, or if we terminate this Agreement for any other reason, we shall not be liable to you for any damages that occur as a result of our ceasing to render services.

Limitation on Liability

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR OTHERWISE ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

Subpoena or Other Release of Documents

As a result of our services to you, we may be required or requested to provide information or documents to you or a third-party in connection with governmental regulations or activities, or a legal, arbitration or administrative proceeding (including a grand jury investigation), in which we are not a party. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate to protect information from discovery. If you take no action within the time permitted for us to respond or if your action does not result in a judicial order protecting us from supplying requested information, we will construe your inaction or failure as consent to comply with the request. Our efforts in complying with such requests or demands will be deemed a part of this engagement and we shall be entitled to additional compensation for our time and reimbursement for our out-of-pocket expenditures (including legal fees) in complying with such request or demand.

Pursuant to authority given by law or regulation, we may be requested to make certain engagement documentation available to an applicable entity with oversight responsibilities for the audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such engagement documentation will be provided under the supervision of Moss Adams personnel. Furthermore, upon request, we may provide photocopies of selected engagement documentation to the aforementioned parties. These parties may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

Document Retention Policy

At the conclusion of this engagement, we will return to you all original records you supplied to us. Your Commission records are the primary records for your operations and comprise the backup and support for the results of this engagement. Our records and files, including our engagement documentation whether kept on paper or electronic media, are our property and are not a substitute for your own records. Our firm policy calls for us to destroy our engagement files and all pertinent engagement documentation after a retention period of seven years (or longer, if required by law or regulation), after which time these items will no longer be available. We are under no obligation to notify you regarding the destruction of our

records. We reserve the right to modify the retention period without notifying you. Catastrophic events or physical deterioration may result in our firm's records being unavailable before the expiration of the above retention period.

Except as set forth above, you agree that Moss Adams may destroy paper originals and copies of any documents, including, without limitation, correspondence, agreements, and representation letters, and retain only digital images thereof.

Use of Electronic Communication

In the interest of facilitating our services to you, we may communicate by facsimile transmission or send electronic mail over the Internet. Such communications may include information that is confidential. We employ measures in the use of electronic communications designed to provide reasonable assurance that data security is maintained. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept we have no control over the unauthorized interception of these communications once they have been sent. Unless you issue specific instructions to do otherwise, we will assume you consent to our use of electronic communications to your representatives and other use of these electronic devices during the term of this Agreement as we deem appropriate.

Enforceability

In the event that any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of this Agreement.

Entire Agreement

This Professional Services Agreement and Engagement Letter constitute the entire agreement and understanding between Moss Adams and the Commission. The Commission agrees that in entering into this Agreement it is not relying and has not relied upon any oral or other representations, promise or statement made by anyone which is not set forth herein.

In the event the parties fail to enter into a new Agreement for each subsequent calendar year in which Moss Adams provides services to the Commission, the terms and conditions of this PSA shall continue in force until such time as the parties execute a new written Agreement or terminate their relationship, whichever occurs first.

Use of Moss Adams' Name

The Commission may not use any of Moss Adams' name, trademarks, service marks or logo in connection with the services contemplated by this Agreement or otherwise without the prior written permission of Moss Adams, which permission may be withheld for any or no reason and may be subject to certain conditions.

Use of Nonlicensed Personnel

Certain engagement personnel who are not licensed as certified public accountants may provide services during this engagement.

Use of Subcontractor and Affiliate

We may retain subcontractors and/or our affiliate, Moss Adams (India) LLP, to assist us in providing our services to you. These entities may collect, use, transfer, store, or otherwise process information provided by you or on your behalf ("Client information") in the domestic and foreign jurisdictions in which they operate. All of these entities are required to protect the confidentiality of any Client information to which they have access in the course of their work. We will be responsible for their performance in accordance with the terms of this Agreement.

Dispute Resolution Procedure, Venue and Limitation Period

This Agreement shall be governed by the laws of the state of California (provided the laws of the state of Washington shall apply with regard to the parties' waiver of jury trial), without giving effect to any conflicts of laws principles. If a dispute arises out of or relates to the engagement described herein, and if the dispute cannot be settled through negotiations, the parties agree first to try in good faith to settle the dispute by mediation using an agreed upon mediator. If the parties are unable to agree on a mediator, the parties shall petition the state court that would have jurisdiction over this matter if litigation were to ensue and request the appointment of a mediator, and such appointment shall be binding on the parties. Each party shall be responsible for its own mediation expenses, and shall share equally in the mediator's fees and expenses.

Each party hereby irrevocably (a) consents to the exclusive jurisdiction and venue of the appropriate state or federal court located in Orange County, state of California, in connection with any dispute hereunder or the enforcement of any right or obligation hereunder, and (b) WAIVES ITS RIGHT TO A JURY TRIAL. EACH PARTY FURTHER AGREES THAT ANY SUIT ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES.

Termination

This Agreement may be terminated by either party, with or without cause, upon ten (10) days' written notice. In such event, we will stop providing services hereunder except on work, mutually agreed upon in writing, necessary to carry out such

termination. In the event of termination: (a) you shall pay us for services provided and expenses incurred through the effective date of termination, (b) we will provide you with all finished reports that we have prepared pursuant to this Agreement, (c) neither party shall be liable to the other for any damages that occur as a result of our ceasing to render services, and (d) we will require any new accounting firm that you may retain to execute access letters satisfactory to Moss Adams prior to reviewing our files.

Hiring of Employees

Any offer of employment to members of the audit team prior to issuance of our report may impair our independence, and as a result, may result in our inability to complete the engagement and issue a report.





2040 Main Street Suite 900 Irvine, CA 92614

October 2, 2024
Mr. Ken Melban
Vice President, Industry Affairs and Operations
California Avocado Commission
12 Mauchly, Suite L
Irvine, California 92618

Re: Examination Services

Dear Ken:

Thank you for the opportunity to provide services to the California Avocado Commission. This engagement letter ("Engagement Letter") and the attached Professional Services Agreement, which is incorporated by this reference, confirm our understanding of the terms and objectives of our engagement, and limitations of the services that Moss Adams LLP ("Moss Adams," "we," "us," and "our") will provide to California Avocado Commission ("you," "your," and "Commission").

Scope of Services - Examination

We will examine the Commission management's assertion that the Commission complied with the compliance requirements ("Subject Matter") of Section V.D. of the *Guidelines for Agricultural Marketing Service (AMS) Oversight of Commodity Research and Promotion Programs* (the "Criteria"), dated January 2020 for the year ended October 31, 2024 (the "Assertion"). The specified compliance requirements are as follows:

- No funds were used for the purpose of influencing governmental policy or action, per Section 515(d) of the Commodity Promotion Research and Information Act (Act), related to the use of assessments for the purpose of influencing legislation, as the term is defined in Section 4911(d) of the Internal Revenue Code and Title 26 of the United States Code.
- 2. The Commission's investment policy is in compliance with the AMS investment policy, as stated in the Guidelines, Appendix 3 Directive 2210.2 "Investment of Public Funds" dated February 7, 2011.
- Funds are used only for projects and other expenses authorized in a budget approved by the USDA, per Section II of the Guide.
- 4. Funds are used only in accordance with the rules, regulations and policies of the Act, the Guidelines, and the Hass Avocado Promotion, Research, and Information Order.
- 5. No violations of the Act, Order or Guidelines for Research and Development Program.

- 6. Complied with the allowability provisions of the Code of Federal Regulations (7 CFR Part 1219) Hass Avocado Promotion, Research, and Information Order.
- 7. Complied with Section 575, Subsection (g) of the Hass Avocado Promotion, Research, and Consumer Information Act of 2000 and Section 1219.42, Subsection (b) of the Order.
- 8. Expended assessment funds for purposes authorized by the Hass Avocado Promotion, Research and Information Act and Order.

Our examination will be conducted in accordance with the attestation standards established by the American Institute of Certified Public Accountants and those contained in *Government Auditing Standards*. Accordingly, it will include tests of your records and other procedures we consider necessary to enable us to express an opinion in a written report about whether the Assertion is fairly stated, in all material respects. If, for any reason, we are unable to complete the examination, we will not issue a report as a result of this engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitation of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with attestation standards.

Our report will include a sentence indicating that the purpose of the report is solely to express an opinion on Commission management's assertion that the Commission complied with the Guidelines for the year ended October 31, 2024 and is not suitable for any other purpose.

As a condition of our engagement, Commission management acknowledges and understands that it is responsible for the preparation and fair presentation of the Assertion and the accuracy and completeness of that information. Commission management agrees that as a condition of our engagement Commission management will provide us with:

- Access to all information of which Commission management is aware that is relevant to the measurement, evaluation or disclosure of the Assertion;
- Access to additional information that we may request from Commission management for the purpose
 of the engagement; and
- Unrestricted access to persons within the appropriate parties from whom we determine it necessary to obtain evidence.

We may advise you about appropriate Criteria or assist in the development of the Assertion, but responsibility for the Assertion remains with you.

At the conclusion of our engagement, we will require a representation letter from management that, among other things, will confirm management's responsibility for the Assertion.

Timing

Matt Parsons is responsible for supervising the engagement and authorizing the signing of our report. We expect to begin fieldwork in December 2024 and issue our report in January 2025. If unforeseen

Ken Melban California Avocado Commission October 2, 2024 Page 3 of 4

difficulties occur which make meeting the January 31, 2025 date improbable, we will inform you immediately. Our ability to meet these targets will be dependent, in part, on the level of preparation and cooperation by your staff.

Our scheduling is based on your completion of fulfilling our request necessary to complete the examination. Efficient use of our staff benefits both you and Moss Adams, allowing for timely completion of our work. We may experience delays in completing our services due to your staff's unavailability or delays in fulfilling our requests. We will work with you to coordinate completion of our work, realizing that any such delays will also delay completion of our work and the delivery of our work product. You understand our fees are subject to adjustment if we experience delays in completing our services. Our services will be concluded upon delivery to you of our examination report.

Fees

The fees for these procedures have been included in a separate engagement letter.

The fee estimate is based on anticipated cooperation from your personnel, the expectation that the Commission's records will be in good order, and the assumption that unexpected circumstances will not be encountered during the completion of the examination. If we find that significant additional time is likely to be necessary, we will attempt to discuss it with you and arrive at a new fee estimate before we incur significant additional fees or expenses.

We appreciate the opportunity to be of service to you. If you agree with the terms of our engagement as set forth in this Agreement, please sign the enclosed copy of this Engagement Letter and return it to us with the Professional Services Agreement.

Very truly yours,

Matt Parsons, Partner for Moss Adams LLP

Matt Parons

Enclosures

Ken Melban California Avocado Commission October 2, 2024 Page 4 of 4

Accepted and Agreed:

This Engagement Letter and the attached Professional Services Agreement set forth the entire understanding of California Avocado Commission with respect to this engagement and the services to be provided by Moss Adams LLP:

Signature:
Print Name:
Title:
Date:

Client: #869393 v. 6/13/2024

PROFESSIONAL SERVICES AGREEMENT Examination Services

This Professional Services Agreement (the "PSA") together with the Engagement Letter, which is hereby incorporated by reference, represents the entire agreement (the "Agreement") relating to services to be provided to the Commission by Moss Adams. Any undefined terms in this PSA shall have the same meaning as set forth in the Engagement Letter.

Objective of the Examination

The objective of our examination is the expression of an opinion as stated in the Engagement Letter. Our examination will be conducted in accordance with the standards described in the Engagement Letter and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Procedures and Limitations

An examination includes examining evidence on a test basis and cannot be relied upon to disclose all material errors, or known or suspected fraud or noncompliance with laws or regulations or internal control deficiencies that may exist. Therefore, our examination will involve judgment about the number of transactions to be examined and the areas to be tested. Also, we will plan and perform the examination to obtain reasonable, but not absolute, assurance about whether the Assertion is fairly stated, in all material respects. A risk exists that we may not detect material misstatements because: (a) an examination is designed to provide reasonable, but not absolute, assurance the Assertion is fairly presented in all material respects, (b) we will not perform a detailed examination of all transactions as such is cost prohibitive, and (c) an examination is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the Assertion. However, we will inform you of any material errors, known or suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention, unless clearly inconsequential. Our responsibility is limited to the period covered by our examination and does not extend to any time period for which we are not engaged as examiners.

Changes in Professional or Accounting Standards

To the extent that future federal, state, or professional rule-making activities require modification of our examination approach, procedures, scope of work, etc., we will advise you of such changes and the impact on our fee estimate. If we are unable to agree on the additional fees, if any, that may be required to implement any new accounting and examination standards that are required to be adopted and applied as part of our engagement, we may terminate this Agreement as provided herein, regardless of the stage of completion.

Representations of Management

During the course of our engagement, we may request information and explanations from management regarding, among other matters, the Commission's operations, internal control, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide us with a written representation letter confirming some or all of the representations made during the engagement. The procedures we will perform in our engagement will be heavily influenced by the representations that we receive from management. While we may assist management in the preparation of the representation letter, it is management's responsibility to carefully review and understand the representations made therein.

Fees and Expenses

Billings are due upon presentation and become delinquent if not paid within 30 days of the invoice date. Any past due fee under this Agreement shall bear interest at the highest rate allowed by law on any unpaid balance. In addition to fees, you may be billed for expenses and any applicable sales and gross receipts tax. Direct expenses may be charged based on out-of-pocket expenditures, per diem allotments, and mileage reimbursements, depending on the nature of the expense. Indirect expenses, such as processing time and technology expenses, may be passed through at our estimated cost and may be billed as a flat charge or a percentage of fees. If we elect to suspend our engagement for nonpayment, we may not resume our work until the account is paid in full. If we elect to terminate our services for nonpayment, or as otherwise provided in this Agreement, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our work. You will be obligated to compensate us for fees earned for services rendered and to reimburse us for expenses. You acknowledge and agree that in the event we stop work or terminate this Agreement as a result of your failure to pay on a timely basis for services rendered by Moss Adams as provided in this Agreement, or if

we terminate this Agreement for any other reason, we shall not be liable to you for any damages that occur as a result of our ceasing to render services.

Limitation on Liability

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR OTHERWISE ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

Subpoena or Other Release of Documents

As a result of our services to you, we may be required or requested to provide information or documents to you or a third-party in connection with governmental regulations or activities, or a legal, arbitration or administrative proceeding (including a grand jury investigation), in which we are not a party. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate to protect information from discovery. If you take no action within the time permitted for us to respond or if your action does not result in a judicial order protecting us from supplying requested information, we will construe your inaction or failure as consent to comply with the request. Our efforts in complying with such requests or demands will be deemed a part of this engagement and we shall be entitled to additional compensation for our time and reimbursement for our out-of-pocket expenditures (including legal fees) in complying with such request or demand.

Document Retention Policy

At the conclusion of this engagement, we will return to you all original records you supplied to us. Your Commission records are the primary records for your operations and comprise the backup and support for the results of this engagement. Our records and files, including our engagement documentation whether kept on paper or electronic media, are our property and are not a substitute for your own records. Our firm policy calls for us to destroy our engagement files and all pertinent engagement documentation after a retention period of seven years (or longer, if required by law or regulation), after which time these items will no longer be available. We are under no obligation to notify you regarding the destruction of our records. We reserve the right to modify the retention period without notifying you. Catastrophic events or physical deterioration may result in our firm's records being unavailable before the expiration of the above retention period.

Except as set forth above, you agree that Moss Adams may destroy paper originals and copies of any documents, including, without limitation, correspondence, agreements, and representation letters, and retain only digital images thereof.

Use of Electronic Communication

In the interest of facilitating our services to you, we may communicate by facsimile transmission or send electronic mail over the Internet. Such communications may include information that is confidential. We employ measures in the use of electronic communications designed to provide reasonable assurance that data security is maintained. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept we have no control over the unauthorized interception of these communications once they have been sent. Unless you issue specific instructions to do otherwise, we will assume you consent to our use of electronic communications to your representatives and other use of these electronic devices during the term of this Agreement as we deem appropriate.

Enforceability

In the event that any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of this Agreement.

Entire Agreement

This Professional Services Agreement and Engagement Letter constitute the entire agreement and understanding between Moss Adams and the Commission. The Commission agrees that in entering into this Agreement it is not relying and has not relied upon any oral or other representations, promise or statement made by anyone which is not set forth herein.

Use of Moss Adams' Name

The Commission may not use any of Moss Adams' name, trademarks, service marks or logos in connection with the services contemplated by this Agreement or otherwise without the prior written permission of Moss Adams, which permission may be withheld for any or no reason and may be subject to certain conditions.

Dispute Resolution Procedure, Venue and Limitation Period

This Agreement shall be governed by the laws of the state of California (provided the laws of the state of Washington shall apply with regard to the parties' waiver of jury trial), without giving effect to any conflicts of laws principles. If a dispute arises out of or relates to the engagement described herein, and if the dispute cannot be settled through negotiations, the parties agree first to try in good faith to settle the dispute by mediation using an agreed upon mediator. If the parties are unable to agree on a mediator, the parties shall petition the state court that would have jurisdiction over this matter if litigation were to ensue and request the appointment of a mediator, and such appointment shall be binding on the parties. Each party shall be responsible for its own mediation expenses, and shall share equally in the mediator's fees and expenses.

Each party hereby irrevocably (a) consents to the exclusive jurisdiction and venue of the appropriate state or federal court located in Orange County, state of California, in connection with any dispute hereunder or the enforcement of any right or obligation hereunder, and (b) WAIVES ITS RIGHT TO A JURY TRIAL. EACH PARTY FURTHER AGREES THAT ANY SUIT ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES.

Termination

This Agreement may be terminated by any party, with or without cause, upon ten (10) days' written notice. In such event, we will stop providing services hereunder except on work, mutually agreed upon in writing, necessary to carry out such termination. In the event of termination: (a) you shall pay us for services provided and expenses incurred through the effective date of termination, (b) we will provide you with all finished reports that we have prepared pursuant to this Agreement, and (c) neither party shall be liable to the other for any damages that occur as a result of our ceasing to render services.

Use of Nonlicensed Personnel

Certain engagement personnel who are not licensed as certified public accountants may provide services during this engagement.

Use of Subcontractor and Affiliate

We may retain subcontractors and/or our affiliate, Moss Adams (India) LLP, to assist us in providing our services to you. These entities may collect, use, transfer, store, or otherwise process information provided by you or on your behalf ("Client information") in the domestic and foreign jurisdictions in which they operate. All of these entities are required to protect the confidentiality of any Client information to which they have access in the course of their work. We will be responsible for their performance in accordance with the terms of this Agreement.

Hiring of Employees

Any offer of employment to members of the engagement team prior to issuance of our report may impair our independence and as a result, may result in our inability to complete the engagement and issue a report.



2040 Main Street Suite 900 Irvine, CA 92614

October 2, 2024

Mr. Ken Melban Vice President, Industry Affairs and Operations California Avocado Commission 12 Mauchly, Suite L Irvine, California 92618

Dear Ken:

This engagement letter (the "Engagement Letter"), the attached Schedule of Agreed-Upon Procedures (the "Schedule"), and the attached Professional Services Agreement (collectively, the "Agreement") confirm our understanding of the terms and objectives of our engagement, and limitations of the services Moss Adams LLP ("Moss Adams," "we," "us," and "our") will provide to California Avocado Commission ("you," "your," and "Commission"). This engagement is solely to assist you and the California Department of Food and Agriculture (CDFA) ("Intended User") in evaluating the Commission's compliance with the *CDFA Accounting Guidelines and General Rules*, (the "Guidelines") effective January 1, 2017, and the Commission's internal policies and procedures for the year ended October 31, 2024. Collectively, the Commission and Intended User shall be referred to as the "Users."

Scope of Services and Limitations

In this engagement, we will apply the agreed-upon procedures listed in the Schedule to the accounting records (the "Subject Matter") of the Commission as of and for the year ended October 31, 2024. The procedures performed may not address all the items of interest to a user of the report and may not meet the needs of all users of the report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes. Moreover, we have no obligation to perform any procedures beyond those listed in the Schedule. You may specify changes to the scope or nature of the agreed-upon procedures. If this occurs, we will either amend the Schedule to address the change in agreed-upon procedures, or our report will reflect the changes.

The Commission acknowledges that (i) it is responsible for agreeing to the procedures to be performed by Moss Adams, (ii) it has, in fact, agreed to the procedures set forth in the Schedule, and (iii) the agreed-upon procedures are appropriate to meet the intended purpose of the engagement.

We require the California Department of Food and Agriculture to agree to the procedures and acknowledge that the procedures performed are appropriate for their purposes.

We will not evaluate the agreed-upon procedures to determine if they are appropriate to meet the intended purpose of the engagement. Consequently, we make no representation regarding the

appropriateness of the agreed-upon procedures either for the purpose of this engagement or for any other purpose.

When we complete our work, we will issue a report setting forth the agreed-upon procedures and our findings. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you. Our report will include a sentence indicating that the report is intended solely for the use of the Users and should not be used by anyone other than the Users.

This engagement is performed pursuant to the Guidelines.

Our engagement to apply the agreed-upon procedures will be performed in accordance with the attestation standards established by *Government Auditing Standards*. If, for any reason, we are unable to complete the agreed-upon procedures, we will either describe any restrictions on the performance of the agreed-upon procedures in our report, or we will not issue a report. Because the agreed-upon procedures do not constitute an examination or review, we will not express an opinion or conclusion on the Subject Matter.

At the conclusion of our engagement, we will require a representation letter from the Commission. The representation letter will confirm, among other things, management's agreement that the procedures performed were appropriate to meet the intended purpose of the engagement. It will also confirm management has obtained the Intended User's agreement that the procedures performed were appropriate to meet their purpose.

Timing

Matt Parsons is responsible for supervising the engagement and authorizing the signing of our report. We began performing the agreed-upon procedures in December 2024 and expect to complete fieldwork in January 2025. As we reach the conclusion of the agreed-upon procedures we will coordinate with you the date the report will be available for issuance.

Our scheduling is based on your completion of the accounting records necessary to complete the procedures. Efficient use of our staff benefits both you and Moss Adams, allowing for timely completion of our work. We may experience delays in completing our services due to delays in the accounting records necessary to complete the procedures. We will work with you to coordinate completion of our work, realizing that any such delays will also delay completion of our work and the delivery of our report. You understand our fees are subject to adjustment if we experience these delays in completing our services. Our services will be concluded upon delivery to you of our report on these agreed-upon procedures.

Fees

We estimate that our fees for these services will be \$9,800 and we will seek your approval for any budget overrun.

Ken Melban California Avocado Commission October 2, 2024 Page 3 of 4

The fee estimate is based on anticipated cooperation from your personnel, the expectation that the records will be in good order, and the assumption that unexpected circumstances will not be encountered during the completion of the agreed-upon procedures. If we find that significant additional time is likely to be necessary, we will discuss it with you and arrive at a new fee estimate before we incur significant additional fees or expenses.

In addition to fees, we will charge you for expenses. Our invoices include a flat expense charge, calculated as five percent (5%) of fees, to cover expenses such as copying costs, postage, administrative billable time, report processing fees, filing fees, and technology expenses. Travel expenses and client meals/entertainment expenses subject to your pre-approval will be billed separately and are not included in the 5% charge.

This Engagement Letter, the Schedule, and the attached Professional Services Agreement constitute the entire Agreement and understanding between Moss Adams and the Commission. The Commission agrees that, in entering into this Agreement, it is not and has not relied upon any oral or other representation, promise or statement made by anyone which is not set forth herein.

We appreciate the opportunity to be of service to you. If you agree with the terms of our engagement as set forth in this Agreement, please sign the enclosed copy of this Engagement Letter and return it to us with the Schedule and Professional Services Agreement.

Very truly yours,

Matt Parsons, Partner for

Matt Parons

Moss Adams LLP

Enclosures

Ken Melban California Avocado Commission October 2, 2024 Page 4 of 4

Accepted and Agreed:

This Engagement Letter, the attached Schedule, and the attached Professional Services Agreement set forth the entire understanding of the Commission with respect to this engagement and the services to be provided by Moss Adams LLP:

By California Avocado Commission:

Signature:
Print Name:
Title:
Date:

Client: #869393 v. 6/13/2024

Professional Services Agreement

This Professional Services Agreement (the "PSA") together with the Schedule and the Engagement Letter, which are hereby incorporated by reference, represents the entire agreement (the "Agreement") relating to services to be provided to the Commission by Moss Adams. Any undefined terms in this PSA shall have the same meaning as set forth in the Engagement Letter.

Fees and Expenses

Billings are due upon presentation and become delinquent if not paid within 30 days of the invoice date. Any past due fee under this Agreement shall bear interest at the highest rate allowed by law on any unpaid balance. In addition to fees, you may be billed for expenses and any applicable sales and gross receipts tax. Direct expenses may be charged based on out-of-pocket expenditures, per diem allotments, and mileage reimbursements, depending on the nature of the expense. Indirect expenses, such as processing time and technology expenses, may be passed through at our estimated cost and may be billed as a flat charge or a percentage of fees. If we elect to suspend our engagement for nonpayment, we may not resume our work until the account is paid in full. If we elect to terminate our services for nonpayment, or as otherwise provided in this Agreement, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our work. The Commission will be obligated to compensate us for fees earned for services rendered and to reimburse us for expenses. The Commission acknowledges and agrees that in the event we stop work or terminate this Agreement as a result of the Commission's failure to pay on a timely basis for services rendered by Moss Adams as provided in this Agreement, or if we terminate this Agreement for any other reason, we shall not be liable for any damages that occur as a result of our ceasing to render services.

Restricted Use Report

Our report is a restricted use report and may be distributed only to the Users. The Users may not disclose or distribute our report to any third parties without our prior written consent. You agree to indemnify and hold harmless Moss Adams and its personnel from any and all claims, liabilities, costs and expenses (including, without limitation, reasonable attorney fees) arising from the unauthorized distribution of our report or its content by the Users, or any third party who obtains the report or access to its contents either directly or indirectly from the Users.

Release and Indemnification

Because of the importance of oral and written management representations to an effective engagement, you agree to release and indemnify Moss Adams and its personnel from any and all claims, liabilities, costs and expenses attributable to any knowing misrepresentation by management.

Subpoena or Other Release of Documents

As a result of our services to you, we may be required or requested to provide information or documents to a third-party in connection with governmental regulations or activities, or a legal, arbitration or administrative proceeding (including a grand jury investigation), in which we are not a party. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate to protect information from discovery. If you take no action within the time permitted for us to respond or if your action does not result in a judicial order protecting us from supplying requested information, we will construe your inaction or failure as consent to comply with the request. Our efforts in complying with such requests or demands will be deemed a part of this engagement and we shall be entitled to additional compensation for our time and reimbursement for our out-of-pocket expenditures (including legal fees) in complying with such request or demand.

Document Retention Policy

At the conclusion of this engagement, we will return all original records to the party that supplied them to us. Our records and files, including our engagement documentation whether kept on paper or electronic media, are our property and are not a substitute for your or any other person's or entity's own records. Our firm policy calls for us to destroy our engagement files and all pertinent engagement documentation after a retention period of seven years (or longer, if required by law or regulation), after which time these items will no longer be available. We are under no obligation to notify you regarding the destruction of our records. We reserve the right to modify the retention period without notifying you. Catastrophic events or physical deterioration may result in our firm's records being unavailable before the expiration of the above retention period.

Except as set forth above, you agree that Moss Adams may destroy paper originals and copies of any documents, including, without limitation, correspondence, agreements, and representation letters, and retain only digital images thereof.

Use of Electronic Communication

In the interest of facilitating our services to you, we may communicate by facsimile transmission or send electronic mail over the Internet. Such communications may include information that is confidential. We employ measures in the use of electronic communications designed to provide reasonable assurance that data security is maintained. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept we have no control over the unauthorized interception of these

communications once they have been sent. Unless you issue specific instructions to do otherwise, we will assume you consent to our use of electronic communications to your representatives and other use of these electronic devices during the term of this Agreement as we deem appropriate.

Enforceability

In the event that any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of this Agreement.

Entire Agreement

This Professional Services Agreement, the Schedule, and the Engagement Letter constitute the entire agreement and understanding between Moss Adams and you. You agree that in entering into this Agreement you have not relied upon any oral or other representations, promises, or statements made by anyone which is not set forth herein.

Use of Moss Adams' Name

The Users may not use any of Moss Adams' name, trademarks, service marks or logo in connection with the services contemplated by this Agreement or otherwise without the prior written permission of Moss Adams, which permission may be withheld for any or no reason and may be subject to certain conditions.

Limitation on Liability

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR OTHERWISE ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

Dispute Resolution Procedure, Venue and Limitation Period

This Agreement shall be governed by the laws of the state of California (provided the laws of the state of Washington shall apply with regard to the parties' waiver of jury trial), without giving effect to any conflicts of laws principles. If a dispute arises out of or relates to the engagement described herein, and if the dispute cannot be settled through negotiations, the parties agree first to try in good faith to settle the dispute by mediation using an agreed upon mediator. If the parties are unable to agree on a mediator, the parties shall petition the state court that would have jurisdiction over this matter if litigation were to ensue and request the appointment of a mediator, and such appointment shall be binding on the parties. Each party shall be responsible for its own mediation expenses, and shall share equally in the mediator's fees and expenses.

Each party hereby irrevocably (a) consents to the exclusive jurisdiction and venue of the appropriate state or federal court located in Orange County, state of California, in connection with any dispute hereunder or the enforcement of any right or obligation hereunder, and (b) WAIVES ITS RIGHT TO A JURY TRIAL. EACH PARTY FURTHER AGREES THAT ANY SUIT ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES.

Termination

This Agreement may be terminated by either party, with or without cause, upon ten (10) days' written notice. In such event, we will stop providing services hereunder except on work, mutually agreed upon in writing, necessary to carry out such termination. In the event of termination: (a) you shall pay us for services provided and expenses incurred through the effective date of termination, (b) we will provide you with all finished reports that we have prepared pursuant to this Agreement, (c) neither party shall be liable to the other for any damages that occur as a result of our ceasing to render services.

Use of Nonlicensed Personnel

Certain engagement personnel who are not licensed as certified public accountants may provide services during this engagement.

Use of Subcontractor and Affiliate

We may retain subcontractors and/or our affiliate, Moss Adams (India) LLP, to assist us in providing our services to you. These entities may collect, use, transfer, store, or otherwise process information provided by you or on your behalf ("Client information") in the domestic and foreign jurisdictions in which they operate. All of these entities are required to protect the confidentiality of any Client information to which they have access in the course of their work. We will be responsible for their performance in accordance with the terms of this Agreement.

Hiring of Employees

Any offer of employment to members of the engagement team prior to issuance of our report may impair our independence, and as a result, may result in our inability to complete the engagement and issue a report.



SCHEDULE OF AGREED - UPON PROCEDURES

Procedure 1:

Obtain the Commission's written policies and procedures for expenditures and the *CDFA Accounting Guidelines and General Rules*, effective January 1, 2017. Obtain from the Commission a listing of all transactions recorded for the year ended October 31, 2024 to the following general ledger accounts: travel and lodging; meals and entertainment; employee use of program-owned vehicles; financial transactions between entities; and contracts. Select a random sample of sixty transactions and perform the following:

- For any transactions that were for the purchase of goods valued at or over \$5,000 request procurement records from the Commission and observe whether at least three bids were obtained by the Commission before selecting a vendor and report any exceptions. For any vendor selected by the Commission that is not the lowest bidder, request documentation from the Commission explaining the reasons for the acceptance of the chosen bid and report any exceptions.
- Request invoices for each transaction selection that resulted in a disbursement by the Commission and perform the following:
 - o Agree the name of the addressee on the invoice to that of the Commission.
 - Agree date references on the face of the invoice to the period of November 1, 2023 through October 31, 2024.
 - Compare the code number for the budget account to the code number the transaction was recorded.
 - o Agree the amount of the invoice to the amount paid per the disbursement.
 - For any invoices with handwritten or typewritten billheads observe whether the invoice was signed by the vendor or person furnishing the supplies or services.
 - Report on any exceptions.
- For all disbursements selected obtain the journal entries and supporting documentation (e.g.
 invoices). Review the support provided to determine if the disbursement was for lending,
 extensions of credit, or gifting to an individual, municipal, or other corporation and if it was,
 include the amount and description of the disbursement in the report on agreed-upon
 procedures.
- For any disbursements that include an itemization of alcohol perform the following:
 - Recalculate that total alcoholic charges for entertainment did not exceed \$30 per person.
 - Compare that alcoholic purchases by Commissioners while traveling did not exceed 2 beverages per meal and in total did not exceed reimbursable meal allowances as defined in subpart 1.5.1 of Section 6.0 of the Commission's Internal Control Policies and Procedures Revision Number 1.5 with an effective date of November 1. 2019.
 - Report on any exceptions.

- For any disbursements that resulted in the purchase of personalized mementos such as
 flowers or plaques agree totals did not exceed \$250 per occasion and compare the business
 purpose to that of an extraordinary event as defined in section 4.5 of the CDFA Accounting
 Guidelines and General Rules, effective January 1, 2017 and report on any exceptions.
- For any travel, entertainment, and related expense selection compare supporting documentation provided by the Commission to that permitted by Section V of the CDFA Accounting Guidelines and General Rules, effective January 1, 2017. Report any exceptions of charges exceeding limits as outlined in that Section, missing receipts, unauthorized transactions, or authorization that did not align with the levels outlined in that Section.

Procedure 2:

Inquire with Commission management whether the Commission owns or leases any vehicles. If so, compare that the values of personal use of Commission-owned or leased vehicles are reported as income as reported on the respective employee's W-2.

Procedure 3:

If Commission staff and office resources are also dedicated to managing other entities on behalf of assessment payers for the period of November 1, 2023 to October 31, 2024 perform the following:

- o Inquire with Commission management of the identity and mission of each ancillary organization and include management's response in the report on agreed-upon procedures.
- Inquire of management if a separate general ledger of transactions has been used for the ancillary organization from the Commission's own marketing program records and include management's response in the report on agreed-upon procedures.
- Inquire with Commission management if a memorandum of understanding (MOU) exists between the marketing program and ancillary organizations to share administrative costs and include management's response in the report on agreed-upon procedures.
- Haphazardly select one financial transaction that was prorated between the two parties and recalculate the proration based on the terms of the memorandum of understanding.
- Inquire with Commission management whether there are conflicts of interest that exist between management and the ancillary organizations and include management's response in the report on agreed-upon procedures.

Procedure 4:

Obtain the Commission's policies and procedures for purchasing and contracts. Obtain from the Commission a list of contracts executed during the year ended October 31, 2024. Select a random sample of five contracts to note that contracts were made in accordance with the Accounting Guidelines for Contracts and Section IV, *Purchases and Invoices*, of the *CDFA Accounting Guidelines and General Rules*, effective January 1, 2017.

Procedure 5:

Obtain the Commission's adopted written policies and procedures for contracts and note in our report on the application of agreed-upon procedures if such policy exists as required by *CDFA Accounting Guidelines and General Rules*, effective January 1, 2017.



BOARD OF DIRECTORS MEETING, October 10, 2024

BOARD INFORMATION

ITEM 5.d: REVIEW OF RESERVES POLICY

SUMMARY:

CAC's current Policy on Cash Reserves Balance (Reserves Policy) was approved by the Board of Directors at the March 17, 2016 meeting and authority was delegated by the Board to the Finance Committee to review and adjust annually in conjunction with consideration and approval of the annual budget.

The reserve balance is intended to provide funding for organizational costs from the beginning of the fiscal year to first receipts of sizable assessment revenue. Additionally, the reserve balance can be utilized for unforeseen opportunities that arise during the year, to mitigate the imprecise nature of production estimates made prior to the start of a season, which directly affects revenue projections, to respond to crises that may occur during the year, and to avoid utilizing borrowed funds from the line of credit.

CAC's Reserves Policy has a targeted minimum fiscal year-end reserve balance equal to six months of average operating costs, or an amount not less than five million dollars. Upon review of the 2023-24 cash flow projections, management believes the current policy provides sufficient reserves throughout the year and therefore no revision to the policy is recommended for the 2024-25 fiscal year.

FISCAL ANALYSIS:

Not applicable

BOARD OPTIONS:

- Revise the CAC Reserves Policy
- Take no action

STAFF RECOMMENDATION:

Take no action, maintaining CAC's existing Reserves Policy

EXHIBITS / ATTACHMENTS:

• CAC Reserves Policy, Approved 3-17-2016

POLICY ON CASH RESERVES BALANCE

The purpose of the California Avocado Commission's Reserves Policy is to ensure the stability of the mission, programs, and ongoing operations of the organization. It is intended to provide a source of internal funds to support organizational priorities included within strategic and operational plans.

The target minimum fiscal year-end Operating Reserve balance is equal to six months of average operating costs, or an amount not less than five million dollars. The calculation of average monthly operating costs includes all recurring expenses such as administrative and contracted professional services, and also incorporates estimated Marketing program expenses and research project costs.

The Reserve balance is intended to provide funding for organizational costs from the beginning of the fiscal year to first receipts of assessment revenue. Additionally, the reserve balance can be utilized for unforeseen opportunities that arise during the year, to mitigate the imprecise nature of production estimates made prior to the start of a season, which directly affects revenue projections, to respond to crises that may occur during the year, and to avoid utilizing borrowed funds from the line of credit.

The amount of the Operating Reserve target minimum will be adjusted each year in conjunction with approval of the annual budget and will be reviewed by the Finance Committee and Board of Directors.

BOARD OF DIRECTORS MEETING, October 10, 2024

BOARD ACTION

ITEM 7: Consider Approval of Proposed 2024-25 CAC Business Plan and Budgets

SUMMARY:

In August the Board approved a preliminary 2024-25 budget and directed Commission management to develop a business plan and detailed final budget within specified financial parameters utilizing the existing strategic priorities, as well as business plan objectives and strategies. As requested during the August meeting, CAC management has prepared detailed action plans to accompany the preliminary 2024-25 budget of \$13,775,000.

FISCAL ANALYSIS:

- The proposed 2023-24 budget is based on a 400-million-pound crop, and currently projects zero CAC assessment revenue. A summary of the proposed budgets is as follows:
 - \$13.6 million in expenditures, allocating \$9.835 million to marketing, \$1.42 million to industry affairs and research activities, \$200,000 to grants and the balance of \$2.15 million to administration.

BOARD OPTIONS:

- Approve the 2023-24 Business Plan and Budget, as presented
- Modify and approve an alternate 2023-24 Business Plan and Budget

STAFF RECOMMENDATION:

• Staff recommends the Board review and discuss the proposed business plans and budgets and approve as presented, or with modification, if appropriate

EXHIBITS / ATTACHMENTS:

• 2024-25 CAC Business Plan and Budget - Draft



2024-25 BUSINESS PLAN

DRAFT

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CAC Priorities

CAC Priority No. 1

Position California Avocados to be the most-valued and desired avocados among targeted audiences*

(targeted consumers, retailers, foodservice operators, wholesalers)

CAC Priority No. 2

Advocate for, and engage with, the industry

CAC Priority No. 3

Support industry strategy through research and outreach

CAC Priority No. 4

Cultivate organizational excellence / Demonstrate effective use of resources



INDUSTRY STRATEGIC INTENT 2025

Industry Strategic Intent 2025

Mission: To maximize grower returns by enhancing premium brand positioning for California Avocados and improving grower sustainability

Vision: To be recognized as the most-desired avocado in the world by fostering a vibrant industry

California Avocados will occupy a premium position in the market.

Key Industry Aspirations

California Avocado growers face a staggering array of challenges – sharply rising input costs, particularly water pricing, labor and costs associated with regulatory compliance; the quality and availability of deliveries through the state's water infrastructure; produce safety and invasive pest issues; and an ever-expanding volume of foreign fruit that constantly exerts downward pressure on farm-gate prices. At the same time, global consumer demand for avocados continues to grow at a record pace. Over time, consumers are expected to continue to demand and find value in sustainably grown products tailored to meet their lifestyle needs.

Consequently, we aspire to the following outcomes:

- An assured place in the market
- A price to growers that is both premium to the competition and fosters industry viability
- Consistently high-quality production
- Highly productive and efficient growers
- Stable production from year-to-year
- Sustainable industry practices
- Socially responsible practices
- Leaders in innovation
- CAC's target consumers prefer to purchase California Avocados when they are available

Competitive Advantages

- Locally grown and sustainably farmed by California farmers who nurture the avocados and the land every step of the way
- Proximity to market
- · Ethically sourced
- · Freshest product, picked at the peak of the season
- Consistency in taste and premium eating quality

Brand Positioning/Promise

When California Avocados are in season, you can count on their freshness and premium eating quality and feel good about buying them, because ethically sourced California Avocados are locally grown and sustainably farmed by California farmers who nurture the avocados and the land every step of the way.

Target Markets

Strategic partnerships with tier 1 retail customers, foodservice chains and export accounts who are willing to pay a premium for California Avocados (Tiered-Account Approach)

CAC Core Values

Core values clarify and make explicit the principles driving CAC decisions

- Value to the grower comes first
- Leadership is forward thinking, consensus-driven
- · Our ethics and integrity are uncompromised
- We're accountable and transparent
- Champion diversity, equity and inclusion in California Avocado marketing practices, programs, partners, targets and communications

Critical Factors for Success

- We're advocates for, and are engaged with, our industry
 - o It's not enough to run a good marketing program...moving the industry forward requires a partnership between the Commission, growers and handlers...each has a role to play and the Commission must be fully engaged with, and supportive of, the industry
- We know and cultivate a grower profile that will fulfill Strategic Intent 2025
 - Farmers must meet certain criteria to be viable in the future. It's critical for the industry to have a shared understanding of what that profile looks like and to promote an exchange of information that fosters continual improvement and viability
- We understand what's driving consumer demand for California Avocados and we utilize that understanding in the development and execution of effective marketing programs
 - Consumers will ultimately determine our future. It's critical we get into their heads and hearts to understand clearly why they currently value the product enough to pay a premium and what it will take to maintain that position. This will help us enhance our premium positioning through effective marketing and communications
- We enjoy strategic partnerships in the marketplace
 - Retailers and foodservice operators are the gatekeepers that give us access to the market. We must establish strategic alliances with key customers to maximize the profitability of California Avocados
- We invest in research, education and outreach from grove through supply chain to advance our industry
 - A research and grower outreach program is in place that forms the cornerstone for strengthening our position as a premium product, now and in the future

CAC Strategic Intent

CAC Priority No. 1:

Position California Avocados to be the most-valued and desired avocados among targeted audiences*

*(targeted consumers, retailers, foodservice operators, wholesalers)

Rationale

California Avocados already enjoy a coveted market position as the most-recognized and trusted avocado "brand" in the Western U.S. where most California Avocados are sold. This distinction is critical since it creates the foundation for being positioned as the world's most-valued and desired avocados—a "must have" for all California growers who face higher costs of production than are borne by their competitors. Consumers in the West who have an opinion about the origin of their avocados consistently prefer California-grown avocados over those from other origins. This preference usually corresponds with a willingness to pay premium prices when California Avocados are in season, as compared to prices paid at other times of the year. Other target avocado consumers who are not actively concerned with avocado origin must be provided with additional motivation to prefer California Avocados and a willingness to pay a premium for them when in season (The inherent value recognized by consumers ultimately can mean increased profitability for retailers, foodservice operators, wholesalers and, most importantly, growers.)

Objectives:

- 1. Achieve a premium average price per pound that meets or exceeds the four-year historical F.O.B. price differential between California Avocados and imports
- 2. Maintain California Avocado awareness with our consumer targets
- 3. Increase perceived value and preference with our consumer targets
- 4. Build loyalty with existing and target new trade customers

Strategies:

- A. Optimize messaging, programs and support framework, maintaining relevance with targeted consumers' evolving needs
- B. Consistently drive the brand essence and messaging hierarchy, differentiating California Avocados from other origins

- C. Utilize strategic insights and criteria that determine trade customer targets and promotion investment allocations
- D. Create collaborative trade programs that target the customers' avocado shoppers and patrons
- E. Ensure the "California" in California Avocados is prominent in all trade customer marketing communications, including in store and on menu where allowed
- F. Develop consumer and trade communications creating anticipation for the California Avocado season and ongoing demand throughout the season

Measures of Success:

Measures for achievement of this plan objective: Increase perceived value and preference with our consumer targets

- Using the 2024 CAC tracking study as a benchmark, measure maintenance of value attribute ratings among California consumers
 - Attribute ratings for California origin benchmarks (Q10): 39% for best tasting, 45% for most premium quality, 48% for freshest, 56% for most environmentally friendly farming practices
 - o Benchmarks (QX1): 39% for worth paying more for, 63% for are the best avocados, 65% for ethically sourced
- Using the 2024 CAC tracking study as a benchmark measure maintenance of consumer preference for California Avocados among California consumers and among Western region consumers versus those from other sources
 - o California benchmark (Q9): 60% prefer California; Western region benchmark: 56% prefer California

Measures for achievement of this plan objective: Maintain California Avocado awareness with our consumer targets

- Using the 2024 CAC summer/fall tracking study as a benchmark, measure retention of very high awareness of the California avocado growing region among California consumers and as well as improvement of moderately high awareness among younger target consumers
 - o Benchmark (Q3): 86% aided awareness among Californians ages 25+
 - o Benchmark (Q3): 71% aided awareness among Californians ages 18-24
- Using the 2024 CAC summer/fall tracking study as a benchmark, measure maintenance in consumer association between avocados and summer among California consumers
 - o Benchmark (Q23a): 61% associate California Avocados with spring
 - o Benchmark (Q23a): 69% associate California Avocados with summer
- Increase year-over-year consumer media impressions by at least 9%
 - 2023-24 Actual: 164 million
 2024-25 Goal: 179 million

Increase clicks on retailer-supporting social ads driving to store locators by at least 14%

2023-24 Actual: 155,0002024-25 Goal: 177,000

Increase media-driven store visits to local retailers carrying California Avocados by 8%

2023-24 Actual: 237,5002024-25 Goal: 256,000

• Increase site traffic by at least 9%

2023-24 Actual: 1.37 million2024-25 Goal: 1.49 million

• Increase consumer PR impressions by 25% over 2023-24 PR impressions goal

2023-24 Target: 75 million2024-25 Goal: 93.75 million

Achieve a 20% increase in influencer content impressions over 2023-24 influencer impressions goal

2023-24 Target: 1.5 million2024-25 Goal: 1.8 million

• Secure at least 1 million influencer content impressions promoting in-store availability of California Avocados at 2 selected retail partners

Measures for achievement of this plan objective: Build loyalty with existing and target new trade customers

- Retail
 - o A minimum of 80% of target retail customers merchandising California Avocados
 - At least 55 retail activations with target current customers
 - o At least 10 retail activations with targeted new or lapsed customers
 - Social media campaigns executed in up to 16 new and existing targeted retail customers
 - Social media support for up to 9 retail shopper marketing campaigns
- Foodservice
 - o At least 12 returning chain partners from 2023-2024 participating in California Avocado foodservice promotions
 - o At least 2 new foodservice partnerships (never partnered with or have not partnered within past 2 years)
 - o California Avocados promoted/featured in approximately 1,100 foodservice units

Measure for achievement of this plan objective: Achieve a premium average price per pound that meets or exceeds the four-year historical F.O.B. price differential between California Avocados and imports

- Using "AMRIC data", measure lug prices and differentials of California Avocados vs. avocados of other origins
 - Meet or exceed budgeted average price for the fiscal year
 - Achieve a premium price for California Avocados vs. imports during California season (the period when California Avocados enter in-store availability in at least 45% of the targeted retailers' stores until less than one million pounds are being shipped per week)

CAC Priority No.2:

Advocate for, and engage with, the industry

Rationale

An effective marketing program, by itself, is not enough to ensure the success of the California Avocado industry. Farming continues to become more difficult as growers operate in an increasingly complex web of competition, regulation, market preferences and shifting costs. Often, collective action is necessary to affect a positive outcome on a pressing issue that is impacting the industry. The Commission gives growers a mechanism to act in concert and speak with one voice. Through CAC, resources can be brought to bear on common issues like trade access, pesticide registrations, regulatory issues, water availability and food safety concerns to the benefit of all growers. It is imperative that issues affecting the avocado industry are proactively anticipated, prioritized and managed to shape outcomes that are compatible with the industry's future. CAC must have an issues management program that is ever-vigilant and focused on the future, to ensure that everything possible is being done to safeguard the industry's economic investment. CAC also can serve as a reservoir and conduit for information needed to enable growers to be successful at the business of growing avocados. Informed decision-making is essential to this success, and with a robust outreach program, CAC can deliver relevant information uniquely tailored to California Avocado growers in a way that no other organization can, equipping them to leverage opportunities, redirect threats and adapt to change.

Objectives:

- 1. Proactively shape avocado industry issue outcomes that are compatible with the industry's key aspirations and CAC's values
- 2. Build consensus on the strategic direction to be taken to achieve the industry's key aspirations

- 3. Enhance California Avocado grower productivity and success
- 4. Ensure a full understanding and consideration of how government agency decisions will impact California Avocado producers

Strategies:

- A. Anticipate and prioritize issues; use informed decision-making when executing plans that shape issue outcomes and respond immediately to crisis issues
- B. Collect and compile information vital to understanding global avocado market forces
- C. Execute an industry communications program that promotes discussion, consensus, action and feedback
- D. Maintain and develop relationships with other avocado industry and agricultural organizations that leverage strengths on issues of common interest
- E. Establish, maintain and strengthen relationships with influential governmental agency personnel (e.g., United States Department of Agriculture, Food and Drug Administration and others)

Performance Measures:

- Timely response to emerging issues leading to successful outcomes
- Successful, timely Board elections and orientation
- · Successful vote in industry referenda
- Grower seminars, workshops, annual meetings and field days on current issues of importance
- Industry communications via semi-monthly GreenSheet and quarterly From the Grove publications

CAC Priority No. 3:

Support industry strategy through research and outreach

Rationale

The long-term success of the California Avocado industry hinges on grower profitability. To ensure its viability, the industry needs to invest wisely in research and outreach activities that address the most pressing needs of growers. CAC has made substantial progress toward focusing the research effort, aligning it with the Commission's broader marketing strategies and improving communication with and between growers.

Continual improvement—in terms of productivity, quality and operating efficiency—is an imperative if the industry is to thrive. It also acknowledges that advances through research are of little value to the industry if they are not communicated to, and adopted by, growers. With limited resources, it's critical that research and outreach programs be industry-driven based on needs identified through the CAC strategic planning process. Objectives must be well-defined, scientists must be recruited and matched to specific industry challenges and all programs must operate with full accountability to justify the investment by California Avocado growers.

Objectives:

- 1. Enhance California Avocado grower productivity and success
- 2. Ensure consistently safe, high-quality production that supports CAC's market development efforts

Strategies:

- A. Design and implement a Production Research Program focused on practical solutions to grower-defined priorities
- B. Develop a research-based outreach and education program for California Avocado growers and other industry stakeholders

Performance Measures:

- Maintain average annual California production volume of 350 million pounds over 5 years
- California Avocado growers recognize CAC as a leader in grower education, communication and outreach

CAC Priority No. 4:

Cultivate organizational excellence / Demonstrate effective use of resources

Rationale

CAC can only assist the industry to realize its strategic intent if it has the support of its constituents. Grower perception of the value of CAC is directly related to leadership the organization provides, its stewardship of assessment funds collected and the efficacy of its efforts. Principles of transparency, accountability and integrity must guide every Commission action. CAC must monitor its performance and continuously challenge itself to deliver value for every assessment dollar spent. This is the heart of the Board-management partnership. In addition, maintaining a competent team of professionals also requires continual

recruitment of talent, with an emphasis on diversity and inclusiveness, investment in Board and employee development and creation of an organizational culture where openness, creativity and innovation are encouraged and rewarded.

Objectives:

- 1. Ensure that the Commission has the proper leadership, organizational structure and resources necessary to provide value to all assessment-paying growers
- 2. Maximize California Avocado grower return on investment while minimizing risk and maintaining proper stewardship of grower funds
- 3. Achieve continual improvement in the operation of the Commission and execution of its programs
- 4. Achieve financial sustainability

Strategies:

- A. Conduct outreach efforts that continually identify and recruit new Board members and provide for their proper orientation
- B. Recruit for diversity and inclusivity when seeking board members, staff and vendors
- C. Ensure that the assessment rate, revenue and expenditures are appropriate to meet the industry's needs and expectations
- C. Allocate financial resources against industry priorities
- D. Implement comprehensive risk management procedures
- E. Create staff development programs that enhance competencies, maintain productivity and improve effectiveness and job satisfaction
- F. Maintain a balanced budget

Performance Measures:

- Favorable, unmodified Independent Auditor's opinion on CAC's basic financial statements
- Favorable United States Department of Agriculture (USDA) and California Department of Food and Agriculture (CDFA)
 Fiscal and Compliance Audit
- Staff development as measured by annual performance reviews

- Annual orientation, training and evaluation programs that improve the effectiveness of the seated CAC Board of Directors and encourage recruitment of prospective members
- Diversity among the board, staff and vendors
- Positive evaluation of financial sustainability by California Avocado Commission Finance Committee
- Balanced budget confirmed by year-end financial statement

PRIORITY 1: Position California Avocados to be the most-valued and desired avocados among targeted audiences* *(targeted consumers, retailers, foodservice operators, wholesalers)

Objective: Achieve a premium average price per pound that meets or exceeds the four-year historical F.O.B. price differential between California Avocados and imports

Objective: Maintain California Avocado awareness with our consumer targets

Objective: Increase perceived value and preference with our consumer targets

Objective: Build loyalty with existing and target new trade customers

STRATEGIES

Optimize messaging, programs and support framework, maintaining relevance with targeted consumers' evolving needs

Consistently drive the brand essence and messaging hierarchy, differentiating California Avocados from other origins

STRATEGIES

Utilize strategic insights and criteria that determine trade customer targets and promotion investment allocations

Create collaborative trade programs that target the customers' avocado shoppers and patrons

Ensure the "California" in California
Avocados is prominent in all trade customer
marketing communications, including in
store and on menu where allowed

Develop consumer and trade communications creating anticipation for the California Avocado season and ongoing demand throughout the season



CONSUMER MARKETING

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
 Consumer Tracking Study & Research Manage tracking study process from proposal to final deliverable(s) Support tracking study communications to CAC staff and stakeholders Review HAB consumer research and share/incorporate insights relevant to CAC activities 	11/1/24	10/31/25	\$45,500	 Tracking study needs analysis by 3/25 Tracking study project proposal by 5/25 Tracking study report by 10/31/25 Ongoing response to all tracking study support requests
Consumer Marketing Strategy Development and Annual Planning Review research about avocado consumers and current target audience in key California Avocado markets and recommend most viable target(s) Develop Key Performance Indicator targets Facilitate 2025-26 annual planning	11/1/24	10/31/25	\$120,000	 Consumer research summary and target recommendation by 11/15/24 (pending 2024 Tracking Study Insights) Final consumer target definition by 12/2/24 2024-25 Plan KPI recommendations by 11/15/24 2025-26 planning framework and timeline by 3/1/25 2025-26 Performance Measures by 9/15/25

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
Develop a comprehensive media plan (applicable to selected media channels, including digital and social) that supports brand messaging reaches the consumer target supports target retail and foodservice account-specific initiatives activates consumers seeking avocados at or around retailers who merchandise California Avocados Optimize media plan as needed during California Avocado season Identify and support market development geographies in concert with CAC staff and Retail Marketing Directors	11/1/24	10/31/25	\$1,755,000	 2024-25 media plan recommendation by 11/15/24 Revised media plan recommendation (if applicable), within two weeks of initial recommendation) Negotiated plan recap and media plan schedules by 1/17/25 Media purchasing and implementation per approved plan Media plan optimizations based on analysis of results 2025-26 media preliminary plan presentation by 10/31/25

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
 Consumer Creative Strategy, Content & Production Evolve 2023-24 consumer advertising campaign creative in ways that continue to drive the California Avocado brand essence and messaging hierarchy, differentiating California Avocados from other origins for use in 2024-25 Manage efficient, innovative asset production for paid and owned media that highlights agreed-upon messaging pillars Facilitate alignment across agencies in targeted approach and execution Develop creative that champions diversity, equity and inclusion for strategic seasonal program promotions Provide images, scripts and other assets that support handler, retail and foodservice customer presentations and stakeholder communications 	11/1/24	10/31/25	\$511,600	 2024-25 initial creative campaign evolution concepts by 12/2/24 Production of 1-2 video/photoshoots (themes TBD by campaign evolution) Management of one social video studio shoot (10 vertical videos) Campaign brand guidelines and assets that support approved media plan by 1/17/25 and as needed based on launch date Final campaign deliverables and number of assets to be determined by approved media plan and approved additional creative opportunities Delivery of campaign assets in a timely manner as requested by CAC 2025-26 preliminary creative campaign evolution concepts presented by 10/31/25

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
Consumer Website Strategy, Content & Management Perform comprehensive Search Engine Optimization audit and content update Leverage audit learnings and align key content with agreed-upon messaging pillars Conceptualize and develop content for website Perform ongoing overall site maintenance for https://CaliforniaAvocado.com Support ongoing business needs with frontend and backend development Support Content Management System improvements, as needed Ensure the site continues to be compliant with Americans with Disabilities Act, resolve blocker and critical issues Manage all third-party hosting and software services	11/1/24	10/31/25	\$83,600	 SEO audit by 12/31/24 and ongoing execution/fixes 2024-25 integrated all-channel content calendar by 11/15/24 Creative development and campaign integration into website content by 4/1/25 Ongoing content updates and organization Ongoing website updates, as requested Monthly (2x) maintenance and updates Management of third-party hosting and software services 2025-26 preliminary integrated all-channel content calendar started by 10/31/25

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
 Consumer Social Media Strategy, Content & Management Develop and implement strategies for organic and paid social Manage all social channels and tools Integrate with all programs and channels (email, website, influencer, PR, media) Develop, curate and produce content for social media channels (Facebook, Instagram, Pinterest, TikTok, Stories) Create and continually optimize social media community management response matrix Proactively engage targeted social media users and perform day-to-day community management Reactively engage with comments, questions, DMs and tags via Sprout inbox Comment filtering including deleting Spam, hateful or otherwise negative sentiments Set up listening, monitor social conversations and trend opportunities for engagement, User Generated Content and topic mining Implement social media advertising plan 	11/1/24	10/31/25	\$375,500	 2024-25 social content and advertising plan by 11/15/24 Monthly editorial calendars and asset development and publishing to channels Ad plan management and execution Targeting and list management Proactive community management (3x/week during peak season, 1x/week pre and post) Reactive community management (5x/week during peak season, 2/week pre and post) Social media community management response matrix by 11/15/24; continued updates throughout 2024-25 Ongoing social media listening and social channel management through third-party tools and software services 2025-26 social content and advertising presentation by 10/31/25

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
 Develop and implement consumer email marketing strategies that integrate into overall social media content calendar Create and distribute newsletter content Manage audience lists Audit content and lists; execute optimizations Develop and implement strategies for leveraging email list in other digital marketing initiatives based on location, open rates, etc. 	11/1/24	10/31/25	\$77,500	 2024-25 email plan by 11/15/24 Content audit and optimization recommendations by 12/31/24 Welcome Email optimizations + Welcome Series build out by 1/31/25 Ongoing A/B testing of content and creative Segmentation strategy and execution List segmentation and tagging by 1/31/25 Progressive profiling (ongoing) Dynamic zip-code targeting (ongoing) Enewsletter development and distribution (12 issues) Management of third-party tools and software services (MailChimp) for email marketing activities 2025-26 email preliminary plan presentation by 10/31/25

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
 Consumer Program Reporting Provide performance analysis for media, website, email and social media via digital dashboard Implement approved optimization recommendations Provide campaign dashboard reports summarizing campaign's performance; provide insight and direction for 2025-26 Account Administration	11/1/24	12/12/25 10/31/25	\$70,000 \$90,000	 Campaign performance reporting and recommendations via digital dashboard (Monthly May-August; Quarterly Nov-Apr) Campaign Mid- and Wrap-up Report via PPT Dashboard (final report due six weeks after campaign conclusion, estimated 10/24/25) Meeting decks and reporting, as requested Ongoing administrative activities, including
 Provide ongoing strategic direction and consultation Coordinate and project manage day-to-day operations of account Provide leadership across key brand and creative initiatives Contribute outlines and content for From the Grove and the GreenSheet articles 	11/1/24	10/31/23	ψ30,000	 team and client meetings Contributions to GreenSheet via outlines and From the Grove via outlines/articles Attendance and presentation at Board, Marketing Committee and Handler meetings, as directed by CAC Monthly budget tracking report with monthly invoice
CONSUMER MARKETING: CONSUMER RESEARCH, STRATEGIC PLANNING, MEDIA, CREATIVE, WEBSITE, SOCIAL MEDIA, EMAIL, PROGRAM ADMINISTRATION, REPORTING: CURIOUS PLOT SUBTOTAL:			\$3,128,700	

PROGRAM: Consumer Marketing – ACTIVITIES: Media Relations, Trade Support, Spokesperson Public Relations Networks, Media Tour, Consumer Influencers Curious Plot

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
 Support California Avocado Commission public relations plan development and execution Begin outreach to target media as early as possible to inform them on the season's timing Develop targeted story angles and proactively pitch target media and disseminate key messages Respond to media requests/inquiries and vet opportunities accordingly Secure media coverage around California Avocados in broadcast, print, qualified blogs and online outlets that reach target consumers and activate them to seek California Avocados at time of purchase Support select media opportunities with onsite staff Maintain trade media contact list for CAC 	11/1/24	10/31/25	\$55,000	 2024-25 media relations outreach plan, including KPI recommendations, by 11/15/24 On going targeted pitches and press releases around key season milestones Consistent media coverage around California Avocados Staff up to 3 media opportunities throughout season Ongoing media list management and optimization (dailies, TV, radio, lifestyle outlets, food-centric outlets, trade contacts) 2025-26 media relations preliminary plan presentation by 10/31/25
 Media Monitoring (Trade and Consumer) Monitor and track media coverage for consumer and trade media Manage Cision or other media monitoring service 	11/1/24	10/31/25	\$37,500	 Monthly coverage reports (in-season) Quarterly coverage reports (pre/post) Management and optimization of Media Monitoring Service (Cision)

PROGRAM: Consumer Marketing – ACTIVITIES: Media Relations, Trade Support, Spokesperson Public Relations Networks, Media Tour, Consumer Influencers (cont.)

AGENCY:
Curious Plot

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
 Media Toolkit Develop core California Avocado messaging guidelines Convert into messaging toolkit for grower spokespeople, influencers, media, etc. 	11/1/24	1/31/25	\$5,000	 Core California Avocado messaging guidelines by 12/13/24 Branded media/messaging toolkit by 1/31/25
 Grower Spokesperson Network Secure a network of 2-4 "on call" CA grower media spokespeople, who can be used for phone interviews, quotes in releases, TV segments, etc. Conduct a mini-media training session for these spokespeople ahead of the season, along with individual briefing calls ahead of each interview opportunity 	11/1/24	8/31/25	\$6,000	 2-4 key grower contacts secured as annual spokespeople by 12/13/24 date Mini media training session via video or phone calls with each contact by 1/31/25 date Ongoing pre-media opportunity briefings in advance of each spokesperson activity
 Local Market Spokesperson Program Secure and leverage 3-5 local market spokespeople for PR opportunities (chefs, local food personalities, retailer RDs and growers) Conduct messaging trainings for spokespeople ahead of each media opportunity Throughout pre- and in-season, work with local spokespeople for myriad of media opportunities 	11/1/24	8/31/25	\$15,000	 3-5 local market contacts secured by 12/13/25 Mini message training sessions via video or phone calls with each contact ahead of each of their media opportunities by 1/31/25
MAT Release Develop/distribute eating in season-themed MAT release at beginning of season in key Western region markets and potential outer markets	3/1/25	5/1/25	\$8,500	MAT release development and management (themed: eating in season) 3/7/25 for deployment 4/1/25

PROGRAM: Consumer Marketing – ACTIVITIES: Media Relations, Trade Support, Spokesperson Public Relations Networks, Media Tour, Consumer Influencers (cont.) AGENCY:

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
 California Avocado Grove Tour Develop plan for and manage all logistics of grove tour to be attended by consumer and trade media, foodservice and retail partners, where attendees learn about the competitive advantages of California Avocado Lead and coordinate logistics with all agencies who will be inviting attendees to the tour Develop all messaging/scripts, creative materials and attendee communications Pitch/secure/coordinate logistics for consumer media/influencer attendees 	11/1/24	8/31/25	\$100,000	 Overall 2024-25 grove tour plan by 11/15/24, and location(s) determined by 12/13/24 Tour logistical development and management Tour overview and strategic integration opportunity for all agencies inviting attendees Core messaging and scripts for all presenters Creative materials and attendee communication templates 8-10 consumer media secured for attendance Wrap report of activation 2025-26 grove tour preliminary plan presentation by 10/31/25
 Influencer Partnerships Develop the 2025 California Avocado Season influencer strategy and talent roster Secure California influencers whose communications celebrate and continue the momentum of the California Avocado season Handle outreach, negotiations, contracting and payment Coordinate a meeting with CAC and all talent to review the campaign brief, content expectations and timing Campaign execution to be handled by CAC 	11/1/24	8/31/25	\$141,000	 Influencer strategy and talent roster by 12/31/24 5-10 contracted influencers secured by 2/14/25
CONSUMER MARKETING – PUBLIC RELATIONS: MEDIA RELATIONS, TRADE SUPPORT, SPOKESPERSON NETWORKS, MEDIA TOUR, CONSUMER INFLUENCERS: CURIOUS PLOT SUBTOTAL:			\$368,000	

PROGRAM: Consumer Marketing – Retail Support Programs

ACTIVITIES: Strategic Planning, Media, Creative, Social Media, Influencer, Regional Activations, Reporting, Program Administration

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
 Retail Support Marketing Strategy Development and Annual Planning Support and drive retail program activities tied to retailer or retail purchase Review and manage retail shopper target audiences specific to retail partners Develop Key Performance Indicator targets Contribute to 2025-26 annual planning 	11/1/24	10/31/25	\$55,000	 Streamlined process/plan for retailer information intake, review and activations (working file) by 1/17/25 2024-25 retail support KPI recommendations by 11/15/24
 Retail Support Media Planning and Buying Develop a comprehensive retail shopper media plan (applicable to selected media channels, including digital and social) that supports brand messaging reaches the consumer target supports target retail account-specific initiatives activates consumers seeking avocados at or around retailers who merchandise California Avocados Optimize media plan as needed during California Avocado season 	11/1/24	10/31/25	\$370,000	 2024-25 retail support media plan recommendation by 11/15/24 Revised media plan recommendation (if applicable), within two weeks of initial recommendation) Negotiated plan recap and media plan schedules by 1/17/25 Media purchasing and implementation per approved plan Media plans and optimizations based on ongoing results 2025-26 retail support social advertising plan presentation by 10/31/25

PROGRAM: Consumer Marketing – Retail Support Programs

ACTIVITIES: Strategic Planning, Media, Creative, Social Media, Influencer, Regional Activations, Reporting, Program Administration (cont.)

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
 Retail Support Creative and Production Support CAC, RMDs and PJ/PR with creative content design and production Point-of-sale material design, copywriting, and production Digital ads and ecommerce creative support Conduct small-scale grower shoot (1-2 staff) capturing vertical phone videos for retailers to use on channels 	11/1/24	10/31/25	\$70,000	 Ongoing development of retail support assets (20-25 total), as determined in partnership with CAC staff, RMDs, PJ/PR (POS, in-store signage, digital banners, social posts) Production of 1 small-scale grower shoot (up to 10 vertical grower videos) by 3/14/25; videos delivered by 4/1/25 Creative production/printing as needed
Retail Support Social Media Develop and implement social strategies and ad plan that promotes California Avocados at retail partner locations Develop and produce retail-tagged content for social media channels (Facebook, Instagram) Monitor and report on progress	11/1/24	10/31/25	\$181,900	 2024-25 retail support social advertising plan by 11/15/24 Ongoing retailer targeting list management Ongoing co-branded retail content development and management 2025-26 retail support social advertising plan started by 9/25/25

PROGRAM: Consumer Marketing – Retail Support Programs

ACTIVITIES: Strategic Planning, Media, Creative, Social Media, Influencer, Regional Activations, Reporting, Program Administration (cont.)

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
 Develop and manage "Come Shop with Me" Influencer Program Partner with one content creator in each of five identified markets to develop content supporting a market-specific retail partner's California Avocado availability in their stores Each influencer is specific to one retailer (no crossover) Identification, content development, contracting, and payments Develop retail influencer owned content partnership plan Outreach, negotiations, contracting and payment Coordinate a meeting with CAC + all talent to review the campaign brief, content expectations and timing Campaign execution to be handled by CAC Photo Shoots and Editing Source, modify or develop recipe photos that support and encourage in-season California Avocado retail initiatives 	11/1/24	10/31/25	\$184,000	 "Come Shop with Me" influencer strategy and talent roster by 12/31/24 Secure 5 influencers to execute "Come Shop with Me" content by 2/14/25 Secure 2-3 California influencers to provide content to retailers by 2/14/25 Contracts and payment as needed 3 full-day studio shoots of 7 recipes each, or equivalent

PROGRAM: Consumer Marketing – Retail Support Programs

ACTIVITIES: Strategic Planning, Media, Creative, Social Media, Influencer, Regional Activations, Reporting, Program Administration (cont.)

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
 Regional Retail Activations Develop and execute custom retailer instore campaign activities Create supporting materials (handouts, giveaways) 	11/1/24	10/31/25	\$190,000	 Planning and logistical management of 2 Regional Retail Activation Events, including: 2024-25 plan complete by 11/15/24 Retail partners secured by 12/13/24 Final plan with retailers complete by 1/17/25 Retail partner coordination and site visits Messaging/scripting for presenters and briefing books Creative materials and attendee communications 8-15 influencers secured per event Wrap reports for each activation 2025-26 regional retail activations preliminary plan presentation by 10/31/25

PROGRAM: Consumer Marketing – Retail Support Programs

ACTIVITIES: Strategic Planning, Media, Creative, Social Media, Influencer, Regional Activations, Reporting, Program Administration (cont.)

AGENCY: Curious Plot

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
 Retail Support Program Reporting Provide monthly performance analysis for retail-supporting programs (media and social Media) via digital dashboard Implement approved optimization recommendations Provide campaign dashboard reports summarizing campaign's performance; provide insight and direction for 2025-26 	11/1/24	10/31/25	\$20,000	 Campaign performance reporting and recommendations via digital dashboard (Monthly May-August; Quarterly Nov-Apr) Campaign Mid- and Wrap-up Report via PPT Dashboard (final report due six weeks after campaign conclusion, estimated 10/24/25) Meeting decks and reporting, as requested
 Retail Support Account Administration Provide ongoing strategic direction and consultation Coordinate and project manage day-to-day operations of account Provide leadership across key brand and creative initiatives 	11/1/24	10/31/25	\$30,000	 Ongoing administrative activities, including team and client meetings Contributions to GreenSheet outlines and From the Grove outlines/articles Attendance and presentation at Board, Marketing Committee and Handler meetings, as directed by CAC Monthly budget tracking report with monthly invoice
CONSUMER MARKETIN STRATEGIC PLANNING, MEDIA, CRE INFLUENCER, REGIONAL ACTIV PROGR	ATIVE, SO	\$1,100,900		

2024-25 TOTAL CONSUMER MARKETING BUDGET: \$4,597,600

CURIOUS PLOT SUBTOTAL:



TRADE MARKETING – RETAIL

PROGRAM: Trade Marketing - Retail ACTIVITIES: Trade Relations - Trade Advertising and Production AGENCY: Fusion

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
Retail Trade Advertising Media Purchases Develop and manage California Avocado retail trade advertising media plan: Emphasis on digital ads with limited print support Create a media plan/calendar focused on early season start Target retail management and produce buyers	11/1/24	10/31/25	\$140,000	 Campaign media plan by 1/15/25 One pre-season introductory ad to run on or around 3/1/25 or earlier based on the season Management of media plan, execution, insertion orders, ad placement in key positions with approved publications All billings and payments managed and processed in a timely manner and in accordance with CAC policy Monthly metric reports
Retail Trade Advertising Production Develop retail trade advertising campaign: Design season-launch print ad Incorporate California Avocado retail programs, information, benefits, messaging, and brand identification Ensure that all retail trade ads direct reader to the CAC retail webpage	11/1/24	10/31/25	\$29,600	 Creative brief sent for CAC approval by 11/15/24 1 pre-season print ad 1 full-page print ad Resized ad for print publications 1 digital leaderboard ad Resized for digital ad responsiveness on multiple trade platforms
TRAE TRADE – ADVERT	\$169,600			

PROGRAM: Trade Marketing - Retail

ACTIVITIES: Trade Relations - Trade Press Events; Trade Association Dues; Trade Events; and International Fresh Produce Association

AGENCY: Retail Program Support

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
 Trade Press Events Secure trade media participation in integrated grove tour event, host attendee subgroup and communicate key messages Plan and conduct in-person trade media meetings in their markets, encourage coverage of California Avocado season and key brand messaging 	11/1/24	10/31/25	\$10,000	Trade media participation and logistics arranged per approved project brief
Trade Associations Continue membership in national and regional trade associations that provide access to targeted retailers and provide opportunities for trade communications, creating anticipation and demand for California Avocados	1/1/25	10/31/25	\$13,890	Payment of dues to the Fresh Produce & Floral Council and the International Fresh Produce Association
 Trade Events Sponsor events with high-retail participation from CAC's targeted accounts Focus on attending key regional trade events leading up to and during the season with good retail participation from CAC's targeted accounts Network with targeted retailers while exploring opportunities for new customers Promote exclusive seasonal availability and stimulate readiness for the California Avocado season Network with targeted retailers and convey the business benefits of carrying and promoting California Avocados in season 	11/1/24	10/31/25	\$4,760	 Targeted events and attendance at the FPFC Luncheons and Expo, along with other opportunities as needed Presentation(s) with images and campaign graphics that communicate crop information and appropriate key California Avocado messaging for the event/timing

PROGRAM: Trade Marketing - Retail

ACTIVITIES: Trade Relations - Trade Press Events; Trade Association Dues; Trade Events; and International Fresh Produce Association (cont.)

AGENCY: Retail Program Support

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
 International Fresh Produce Association Exhibit at and participate in the IFPA annual Global Produce & Floral Show in Anaheim, CA Connect with key retail audience and communicate California Avocado key messages to target audiences Connect with trade media, avocado industry stakeholders and the produce industry Rent booth and execute booth program Manage CAC's participation in the IFPA Global Produce & Floral Show 	11/1/24	10/31/25	\$77,000	 Exhibitor registration and booth space reservation for IFPA Global Produce & Floral Show, October 16-18, 2025 in Anaheim, California by 11/30/24 CAC GP&FS strategic plan with management approval by 6/15/25 Achievement of objectives set in the approved show plan 10'x30' booth rental for use at show and preview fully set up booth by 10/2/25 Participation in the IFPA GP&FS Exhibitor deposit for the 2026 IFPA GP&FS paid by 10/31/25
TRADE TRADE RELATIONS - TRADE ASSOC AND GLOBAL PROD (RETAIL PROGRAM)	OUCE & FL	\$106,500		

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
Rey Account Marketing Communications In collaboration with retailer marketing/digital media, CAC Retail Marketing Directors and staff, plan, develop and implement customized content programs with retailers that commit to displaying and promoting California Avocados Participate in retail expansion planning identifying targeted accounts and resource deployment Advise on and inform CAC content development Develop "Welcome to California Avocado Season" kit for key accounts; work with CAC to fulfill Create a customizable California Avocados branded presentation highlighting the benefits and resources available to retailers committed to displaying and promoting California Avocados throughout the season Secure, schedule and lead meetings with retail marketing/social media teams and CAC Present California Avocado Customized Retail Resource deck Secure approval from retailers on complimentary social media and digital advertising Develop custom social and traditional content programs with California Avocados specific messaging and brand identification that support RMDs' promotions for retailers' platforms Support targeted retailer initiatives with California Avocados branded assets and content Develop and execute activations through ongoing outreach and collaboration with key accounts Support hyper-local retail events with social media content Coordinate and manage day-to-day operations of program Monitor, track and support optimization of activations, assets, boosting and retail promotions grids Compile end of season retailer activation recap with analytics for CAC	11/1/24	10/31/25	\$284,600	 Up to 16 welcome kits Outline, copy and images for up to 8 pages of a customizable template presentation by 1/31/25 Up to 16 California Avocado Customized Retail Resource decks by 5/30/25 Marketing/social media promotion with up to 16 key accounts by 7/31/25 Social content copy and asset recommendations for up to 4 themed promotional timeframes per retailer to run on retailer-owned social channels by 8/29/25 Up to 54 activations for retailer-owned social channels by 9/10/25 Weekly update of internal tracking documents, including Retail Social Media Boosting Tracker, CAC Retail Video Allocations Tracker, CAC Retail Promotion Tracking Grid Individual retailer activation posts and links delivered upon publishing Individual retailer activations recap and metrics within one month of completion or as provided by retailer End of season retailer activation recaps compilation to include up to 16 retailers by 10/31/25

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
 Key Account Marketing Communications 1:1 Connections Secure and attend meetings with contacts at new and returning key accounts Present California Avocado Customized Retail Resource deck Ideate customized marketing opportunities based on retailers' and CAC's initiatives 	11/1/24	6/15/25	\$12,400	 Up to 3 in-person meetings Retail call reports summarizing meetings with targeted retailers within 5 days of the meeting
 California Avocado Grove Tour Co-coordinate and co-host a one-night, one day grove tour with CAC and other agencies Identify and secure key attendees (Marketing, Retail RDs, Cooking School Directors) Coordinate all travel for retail guests Promote the competitive advantages, "how to's" and versatility of California Avocados Encourage post-grove tour branded placements and/or events from attendees 	11/1/24	8/31/25	\$30,000	Up to 4 retailers in attendance Up to 4 California Avocados branded placements or events in retailer consumer communication
TRADE	_			
TRADE RELATIONS – RETA	\$327,000			
	(PJ/PR) SUBTOTAL:	Ţ	

PROGRAM: Trade Marketing - Retail Communications; Program - Retail - Administration, Tracking, Reporting and Strategic Planning - AGENCY: PJ/PR

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
 Program Administration, Tracking, Reporting and Strategic Planning Provide planning, support, consultation and administration of the program Contribute to CAC stakeholder communications, The GreenSheet and From the Grove Attend meetings, as directed by CAC Develop/present program updates at Board, Marketing Committee and handler meetings Contribute to the 2025-26 planning process as determined by CAC Perform research on consumer and industry trends that will help inform future programs Provide input on business plan elements along with program development and integration for 2025-26 Ideate and develop 2025-26 Plan 	11/1/24	10/31/25	\$30,000	 Reconciled budget within 3 days of receipt from accounting firm Monthly reporting and invoicing within 5 business days after end of month Articles and images for up to 3 editions of The GreenSheet and/or From the Grove Up to 6 brief contributions to a GreenSheet Marketing Digest Attendance and presentations at meetings, as directed by CAC Content for Board, Marketing Committee, grower or handler presentations, and Dashboard updates as directed by CAC Content for CAC trade media, as requested Active participation in 2025-26 planning process 2025-26 plan delivered by a date determined by CAC
TRADE TRADE RELATIONS - RETAIL COMMUI ADMINISTRATION, TRACKING, REPOR	\$30,000			

PROGRAM: Trade Marketing - Retail ACTIVITIES: Trade Relations - Key Account Coverage AGENCY: Retail Marketing Directors

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
 Contracted Key Account support in the West Conduct meetings with CAC's tiered-account retailers who are willing to pay a premium for California Avocados in California, Arizona, Oregon, Washington, Colorado and Utah communicating the business benefits of carrying and promoting California Avocados in season Set up promotions with targeted retailers 	11/1/24	10/31/25	\$168,000	 Customer meetings and calls that create anticipation and readiness for Fresh California Avocado season and communicate their superiority and premium quality Customized marketing opportunities and promotions with retailers who are demonstrating a willingness to pay a premium for California Avocados Promotions that incentivize targeted accounts to feature California Avocados and encourage targeted consumers (including the younger age range) to seek out and purchase them in season
Contracted Key Account support for Corporate and the Midwest Territory Conduct meetings with CAC's tiered- account retailers who are willing to pay a premium for California Avocados in the Midwest, communicating the business benefits of carrying and promoting California Avocados in season Set up promotions with targeted retailers	11/1/24	10/31/25	\$115,000	Retail call reports summarizing meetings with targeted retailers within 5 days of the meeting Meetings with handlers confirming promotions and timing with key accounts prior to sending promotion agreements Promotion Agreements securing handler and retailer commitments for CAC promotions featuring customized California Avocado marketing support at least 3 weeks before promotion

PROGRAM: Trade Marketing - Retail ACTIVITIES: Trade Relations - Key Account Coverage (cont.)

AGENCY: Retail Marketing Directors

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
 Retail Meetings and Follow-Up Travel for in-person meetings with all Tier 1 retail produce executives and follow-up meetings for promotion execution Meet with retail marketing departments on shopper marketing and CAC retail advertising campaigns Travel and attendance at regional trade shows and Global Produce Show in line with CAC plan 	11/1/24	10/31/25	(cont.)	 In-person meetings with all Tier 1 retail produce executives and follow-up meetings for promotion execution Retail marketing department meetings on shopper marketing and CAC retail social media and advertising campaigns Participation at regional trade shows and the International Fresh Produce Association Global Produce & Floral Show Target 55 retail customer meetings Target 24 retail marketing meetings Attend 5 produce industry trade shows
Planning and Reporting Provide input on business plan elements, along with program development and integration for 2025-26 Report on retail activities and results	11/1/24	10/31/25		 Program activities and results for Board and Marketing Committee meeting presentations and Dashboard updates, as directed by CAC Contributions to GreenSheet and From the Grove
	ACCOUN	ING - RETAIL: T COVERAGE D SUBTOTAL:	\$283,000	

2024-25 TRADE MARKETING – RETAIL TRADE RELATIONS SUBTOTAL: \$915,250

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
 Retail Performance Programs Conduct account-specific, California-branded performance programs with targeted/tiered-account retailers who demonstrate a willingness to pay a premium for California Avocados, including programs in support of Fresh California Avocados' exclusive seasonal availability Coordinate timing with handlers and retailers, ensuring fruit availability for promotions Develop programs that encourage retailers' consumers to seek out and purchase California Avocados in season Secure prominent California Avocado branding in retail advertising, communications, online promotions, retail digital advertising, social media, merchandising/point-of-purchase and other retailer touchpoints using elements from the California Avocado advertising campaign when possible Assist with production of CAC custom POS and display bins for use in retail account activations 	1/1/25	9/30/25	\$1,550,000	 Minimum 65 promotions featuring California Avocados in targeted retailers with prominent California branding Target at least 10 new retail accounts for regional expansion Promotion Agreements fully executed by handlers, retailers and CAC Production of retail and merchandising materials that support RMD's presentation to retailers and retail marketing managers Target 16 retail accounts for social media asset support by PJ/PR

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
 Retail Brand Awareness Programs Utilize retail chain shopper marketing and digital marketing programs for campaigns specific to California Avocado branding Coordinate with CAC's consumer advertising campaign for creative that promotes continuity of all consumerfacing messaging of premium California Avocado branding Develop in-store, point-of-sale promotions to prominently promote California Avocados branding at store level 	1/1/25	9/30/25	\$453,000	 Target 5 national accounts for online marketing programs within the Tier 1 retailers Target 5-7 regional California retail accounts within the Tier 1 retailers for digital ad programs and link to coupons when available to drive sales/trial
Retail Merchandising Services Secure retail approval for POS in stores, custom signage or display bins Utilize merchandising and broker companies to execute POS and display bins at store level to tie-in with CAC retail promotions	3/1/25	8/31/25	\$150,000	 POS merchandising in 10-15 targeted retailers for a total of 4,000 stores (2 rounds) Photos and audit results of in-store displays on California Avocados
TRADE MARKETING - RETAIL: TRADE RELATIONS – KEY ACCOUNT COVERAGE, RETAIL PROMOTIONS RETAIL MARKETING DIRECTORS SUBTOTAL:			\$1,190,000	

PROGRAM: Trade Marketing - Retail ACTIVITIES: Retail Promotions AGENCY: Fusion

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
 Retail Communications Newsletter Develop and create a retail-focused newsletter: Spotlight the retail benefits/advantages of utilizing CAC resources and carrying California Avocados Develop graphic template Develop graphic images and utilize motion graphics from data-based stories Create content with input from staff and RMDs Build a list of potential subscribers Distribute newsletters to target audience Target retail management and produce buyers of smaller-sized chains, distributors, shipper/handlers and their sales staff 	11/1/24	10/31/25	\$20,000	 Creative brief by 11/22/24 Initial 2-3 graphic template options by 1/15/25 Graphics delivered per publication deadlines3 newsletters during the season and 1 abbreviated newsletter prior to 2025 IFPA Global Produce & Floral Show Content to CAC per deadlines in creative brief Newsletter distribution per deadlines in brief 4 newsletter metric reports
Retail Webpage Enhancement Expand the information and utility of CAC's retail webpage: • Conduct content audit • Develop a content plan highlighting the value of CAC's retail programs and information • Assist with the overall layout and imagery	11/1/24	10/31/25	\$9,450	Content audit and enhancement plan completed by 2/14/25 for CAC approval
	E – RETAIL	TING - RETAIL: PROMOTIONS N) SUBTOTAL:	\$29,450	

	COMPLETION DATE	BUDGET	DELIVERABLES
11/1/24	10/31/25	\$5,000	 Recipes nutrition analysis and data reports purchase Timely response and delivery of CAC recipes to retailers
1/1/25	10/31/25	\$40,000	Up to 40 advertising campaigns (launches) on retail social media partner platforms
11/1/24	10/31/25	\$135,000	 Production of 2,500 California Avocado display bins Delivery of bins to key accounts that accept outside POS for their displays Items produced with California Avocado brand identification and/or ad campaign graphics for retail promotions and at targeted produce industry events Materials that clearly brand California Avocados for avocado displays at point-of-purchase and integrate elements of the California Avocado advertising campaign Fulfillment of retailer, handler, grower and consumer requests for California Avocado marketing materials
RETAIL F	\$315,000		
	1/1/25 11/1/24 MARKETI RETAIL F	11/1/24 10/31/25 1/1/25 10/31/25	11/1/24 10/31/25 \$5,000 1/1/25 10/31/25 \$40,000 11/1/24 10/31/25 \$135,000 MARKETING - RETAIL: RETAIL PROMOTIONS \$315,000

2024-25 TRADE MARKETING – RETAIL PROMOTIONS SUBTOTAL: \$2,362,450

PROGRAM: Trade Marketing - Retail ACTIVITIES: Retail Data Monitoring and Reporting AGENCY: CIRCANA, Inc.

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
Retail Point-of-Sale Data Supply retail-specific sales data in accordance with agreement	11/1/24	10/31/25	\$62,000	 13 deliveries of data by 10/31/25 Includes regions, markets and select retail chains
RETAIL DATA MONITO	RING AND	ING - RETAIL: D REPORTING L) SUBTOTAL:	\$62,000	

PROGRAM: Trade Marketing - Retail	ACTIVITIES: Retail Data Monitoring and Reporting	AGENCY: Fusion
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ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
 Data Analysis, Research and Reporting Provide fact-based analysis of retail sales trends Provide data and trade marketing reporting for Dashboard updates Aid in communicating the business benefits and opportunities of carrying and promoting California Avocados at retail Support staff/RMDs/retailers with retail-specific reports Develop data-based stories and graphic content promoting the retail benefits of carrying California Avocados Monitor and validate data deliveries Maintain retailer database from Circana Prepare for and implement system-wide database restatement from Circana 	11/1/24	10/31/25	\$96,500	 Data, research, reports, consultation/support, as requested 4-6 outlines or contributions for the GreenSheet or From the Grove 2 Dashboard updates 5 Retailer Business Reviews Includes ABRs and/or Promotional Reviews 4 data-based stories, including 2 motion graphics 3 Retailer AvoScore Cards

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
 California Avocado Market Analysis Develop and maintain annual foundational research measuring the changing California Avocado market dynamics Analyze and report on California and imported supply, retail sales and volume, FOB pricing trends, and retail price trends in the California Avocado marketplace Track and monitor performance of the California Avocado season Incorporate relevant industry secondary research findings from avocado category retail research 	11/1/24	3/1/25	\$54,500	 Includes supply metrics, compound growth rates, California and import trends and FOB pricing Volume, average retail price, dollar sales, distribution, velocity Summary of relevant industry secondary research on avocado category findings for the marketplace Exact due date TBD based on seasonend and data availability
TRADE MARKETING - RETAIL: RETAIL DATA MONITORING AND REPORTING (FUSION) SUBTOTAL:				

PROGRAM: Trade Marketing - Retail

ACTIVITIES: Retail Support, Consultation, Annual Planning, Program and Data Administration

AGENCY: Fusion

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
Retail Support, Consultation, Annual Planning, Program and Data Administration Provide planning, support, consultation and administration of programs	11/1/24	10/31/25	\$56,500	 Annual planning, management and administration of programs, projects, budgets, inter-agency activities, meetings, and archiving of materials, reports, and data Circana, Inc. data specifications, data agreements negotiated, communications and management and associated contract costs and fees Content creation and presentations for Board and Marketing Committee updates/meetings
TRADE MARKETING - RETAIL: PLANNING AND PROGRAM ADMINISTRATION (FUSION) SUBTOTAL:		\$56,500		

PROGRAM: Trade Marketing	ACTIVITIES: Data, Research and Analysis	AGENCY: Avocado Marketing
- Retail	ACTIVITIES. Data, Research and Analysis	Services, Inc.

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
Avocado Marketing Research Information Center Provide AMRIC data, as well as market and industry updates and projections	11/1/24	10/31/25	\$2,700	Delivery of weekly reports:Market Trends ReportsAMRIC Data ReportMarket's Analysis Report
TRADE MARKETING – RETAIL: DATA, RESEARCH AND ANALYSIS (AVOCADO MARKETING SERVICES, INC.) SUBTOTAL:			\$2,700	

2024-25 DATA, RESEARCH AND ANALYSIS SUBTOTAL: \$272,200

PROGRAM: Trade
Marketing – Retail

ACTIVITIES: Marketing Administration – Grower Communications

AGENCY: GingerRoot

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
Communicate the California Avocado marketing programs that are relevant to the California Avocado grower community	11/1/24	10/31/25	\$11,000	 Marketing copy for 24 GreenSheet editions Copy and editing of marketing articles for 4 From the Grove editions as requested
TRADE N MARKETING ADMINISTRATION – GROWE (GING		\$11,000		

PROGRAM: Trade Marketing – Retail ACTIVITIES: Marketing Administration AGENCY: Marketing Program Support

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
 Staff support and attendance at key national and regional trade event Communicate California Avocado key messages that create anticipation for the California Avocado season and ongoing demand for California Avocados 	11/1/24	10/31/25	\$25,000	Travel to and/or participation in various trade and industry events
 Support retail and foodservice programs Naturally incorporate considerations of diversity, equity and inclusion when developing programs, sourcing vendors and in appropriate communications 	11/1/24	10/31/25	\$30,000	Shipping supplies, shipping costs, office equipment, meeting expenses, etc.
	NG - RETAIL: NISTRATION SUBTOTAL:	\$55,000		

2024-25 MARKETING ADMINISTRATION SUBTOTAL: \$66,000

2024-25 TOTAL TRADE MARKETING - RETAIL BUDGET: \$3,615,900



TRADE MARKETING – FOODSERVICE

PROGRAM: Trade Marketing Foodservice

ACTIVITIES: Media and Ad/Enewsletter Production
Communications

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
 Leverage publications' geo-targeted subscription base and disseminate custom content electronic newsletters (ENLs) Target western states with specific call-to-actions for menu promotion and menu ideation using ENLs Promote California avocados supported by new research data 	11/1/24	9/1/25	\$64,400	 Media plan completed by 11/1/24 2 print insertions, 2 custom content ENLs, 2 Direct HTML ENLs for 6 insertions and 1 Infographic Minimum 653,000 reach among multi-unit operators, independents and non-commercial Businesses & Institutions and Colleges & Universities
 Ad Production Develop and execute a "What's inside a California Avocado" print campaign focusing on the California Avocado season Promote California Avocado competitive advantages and inspire call-to-action (CTA) for promotions and menu ideation sessions Develop custom content electronic newsletters reinforcing the California Avocado advantages and differences (i.e. support local growers, locally grown and, sustainably farmed) 	11/1/24	9/1/25	\$23,000	 1 new print ads; 2-3 digital ads 1 - 2 new photos of plated shots (share photoshoot day with PR) 2-3 custom content newsletters (with digital ads) during the season with CTA for menu promotion and/or ideation
TRADE MARI MEDIA AND AD/ENEV (KURATA COMMU	VSLETTER	\$87,400		

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
Public Relations	11/1/24	10/31/25	\$77,000	 4-5 pitches/month of operators showcasing California Avocados on the menu to editors on upcoming topics 25-30 placements, minimum 1.5 million reach and a comparable ad value of at least \$1,250,000
 Best of California List Identify California chefs and the California Avocado dishes that best exemplify "California" Build criteria list: best use of California-grown ingredients (including fresh avocados), emphasis on seasonal and sustainable Curate and maintain Best of California list 	11/1/24	5/1/25		 Recipes and release forms from 3-4 operators Minimum 85 pitches to editors of chefs and restaurants who have or had dishes featuring California Avocados Shared photoshoot day with ad production; 3-4 new California Avocado dishes developed, tested and added to recipe database 2-3 press releases: crop update, Best of California list Best of California list complete by March 30, 2025
Network with Independent Restaurant Operators Attend two California Restaurant Association (CRA) Regional meetings and generate possible PR leads	1/1/25	7/31/25		Meetings with 6-8 operators at CRA Regional meetings

PROGRAM: Trade Marketing - Foodservice | ACTIVITIES: Public Relations (cont.) | AGENCY: Kurata Communications

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
 Editor Deskside Briefings Coordinate and schedule deskside briefings with foodservice editors and writers in two (2) key cities Reinforce messaging with a food demo presentation Ship "What's Inside a California Avocado" kit to editors in cities not visited 	11/124	7/31/25	\$13,200	 6-7 meetings in two cities (i.e. Chicago [Datassential, Flavor & The Menu, Plate, Winsight-Informa] + TBD city) Meetings with 15-18 editors and writers from 6-7 publications in two cities "What's Inside a California Avocado" kit presented to editors Tasting demo focusing on California Avocado-centric dishes
 Editor Deskside Briefings (Culinary Support) Research and secure kitchen facility to execute dishes Meet with editors from publications in two cities Prepare California Avocado-centric dishes that showcase versatility in global flavors and plant-forward innovation on the menu 	11/1/24	7/31/25	\$12,100	 Meetings with 15-18 editors from 6-8 publications 2-3 dishes prepared and demonstrated
TRADE MARKE		OODSERVICE: C RELATIONS	\$102,300	
(KURATA COMMUN	CATIONS	S) SUBTOTAL:		

PROGRAM: Trade Marketing - Foodservice ACTIVITIES: Events AGENCY: Kurata Communications

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
Events Sponsor and attend events; communicate benefits and advantages of California Avocados on the menu, emphasizing the California Avocados brand sustainability messaging. Educate operators of the benefits of California Avocados when creating California-style dishes, sponsor meals: in-season, local produce, supporting local growers, fresh and sustainable avocados. • Attend two Kinetic12 Emerging Chain roundtables • Sponsor and attend two CRA regional networking mixers • Sponsor and attend National Restaurant Association (NRA) Marketing Executives Group (May) • Co-sponsor and attend NRA Brunch (May) • Attend and exhibit at IFPA Foodservice Conference (July) • Sponsor and attend Flavor Experience (August)	11/1/24	10/31/25	\$143,800	 5 event briefs completed by 11/15/24 Engagement with 180 contacts of which 55 are new contacts from Kinetic 12 Emerging Chains, California Restaurant Association's Networking meet-ups, NRA's Marketing Executive Group and Brunch, IFPA Foodservice Conference and Flavor Experience conference 5-6 concepts sampled at Marketing Executive Group, Summit NRA Brunch, IFPA Foodservice Expo, Flavor Experience
Events (Culinary Support) Develop new California Avocado menu applications for sampling and attendance at conferences, focused on concepts that fit the season	11/1/24	10/31/25	\$19,100	 Engagement with 20-25 new contacts at Flavor Experience Conference 2-3 menu concepts for sampling at Flavor Experience

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
"What's Inside a California Avocado" Kit Create collection of California Avocado Menu Ideas; using other local, seasonal California agriculture (produce to seafood to meat/chicken and dairy)	11/1/24	5/1/25	\$30,000	250-300 kits used at menu ideation and non- commercial educational sessions during presentations with produce suppliers during Avocado Grove Tour (see below)
 California Avocado Grove Tour Co-host 10-12 foodservice operators from purchasing, marketing and culinary in the CAC multi-agency avocado grove tour Focus on the California advantage from the fruit to the table Coordinate with lead agency on foodservice's objective and deliverable Include a Culinary demo and discussion, bringing to life "What's Inside a California Avocado" through innovative menu applications and showcase California advantage through culinary execution Host a 2-day, 1-night visit with meals for foodservice editors Set up editors with growers and other points of interest for interviews 	11/1/24	8/31/25	\$20,900	 Event brief by 12/31/24 Participation by and engagement with 12-15 chain operators including 8 new contacts Educational format for key foodservice toptiered accounts and editors developed by February 2025 2-3 menu applications featuring California Avocados demonstrated as the essential ingredient in an iconic California dish Meetings with 12 - 15 foodservice operators 2 - 3 editors in attendance 1 - 2 media pickups following event
TRADE MARKE	TING - FO		£242.000	
(KURATA COMMUN	CATIONS	EVENTS S) SUBTOTAL:	\$213,800	

PROGRAM: Trade Marketing - Foodservice ACTIVITIES: Chain Promotions and Ideation AGENCY: Kurata Communications

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
 Chain Promotions Contact Tier 1 accounts and chains who are willing to pay a premium for California Avocados in the western states Inform and reinforce to chains (through monthly correspondence and one-on-onone meetings at events) the preference for California Avocados and reason to promote on menus, including new research findings Reinforce California Avocado brand essence with chain menu promotions Coordinate prominent California Avocado brand identification at point-of-purchase and 	11/1/24	10/31/25	\$158,600	 Promotions with 12-14 restaurant chains branded with "California Avocados" and/or the California Avocados brand logo at point-of-sale and/or website, enewsletters/blogs, social media posts 2-3 new chain partner promotions Partnership with 10 chains based in California/Western region
 other touchpoints Leverage alliances and encourage produce suppliers to promote California Avocados during the season with chain clients. Present "Why California Avocados" message and operator menu promotion funding Show research preference among diners for local, in season California Avocados If requested, provide demo that brings chains ideas on how to push California cuisine/ingredients/etc. 				2-3 presentations with produce suppliers currently working with our chain partners
 Update and refresh branded merchandising inventory Investigate non-traditional media platforms, i.e., DoorDash platform where chain partners have a presence 				 Refresh branded merchandise inventory for chains to use as incentive to team members and/or customers by March 2025 1 new quantifiable California Avocado "test and learn" promotional opportunity

PROGRAM: Trade Marketing - ACTIVITIES: Chain Promotions and Ideation (cont.)

AGENCY: Kurata Communications

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
 Chain Menu Development Create customized menu concepts for a California-based chain Inform audience of the halo value California Avocados bring to the dish Share sustainability story and local, inseason benefits Focus on menu concepts that leverage California Avocado-style 	11/1/24	10/31/25	\$6,200	One onsite presentation to Tier 1 or Tier 2 chain account with units primarily in the Western region and who currently purchase California Avocados
 Chain Menu Development (Culinary Support) Create customized menu concepts for existing and new top-tier foodservice operators Focus on concepts that leverage California Avocado-style 	11/1/24	10/31/25	\$6,600	 20-25 white paper menu concepts to one Tier 1 or Tier 2 chain account currently purchasing California Avocados and execution of 8 concepts per live presentation 6 recipes written

PROGRAM: Trade Marketing - ACTIVITIES: Chain Promotions and Ideation (cont.)

AGENCY: Kurata Communications

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
Non-Commercial Curriculum and Ideation Educate chefs/cooks about California Avocados Ripeness stages/ordering Handling and storing Cutting techniques Demonstrate complementary flavors of California Avocados with other seasonal ingredients Utilize the "What's Inside a California Avocado" kit as part of the inter-active demo Discuss iconic California dishes and simple ways to "California-ize" dishes	11/1/24	10/31/25	\$15,200	 1 on-site presentation (C&U or B&I) Disseminate press release on completed session
 Non-Commercial Curriculum (Culinary Support) Set-up meetings with B&I and C&U based in the Western states Create concepts based on input: clientele preferences, operational set-up, flexibility to adding new ingredients Incorporate California Avocados and California-style into concepts 	11/1/24	10/31/25	\$13,400	 Complete 1 on-site educational session and hands-on kitchen time Execute 8 dishes at event Ensure California Avocados are an integral ingredient when building unique dishes Include concepts that demonstrate range of usage from under-ripe to over-ripe
TRADE MARKE CHAIN PRO (KURATA COMMUN	OMOTION	S & IDEATION	\$20,000	

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
 Culinary Education Monitor Foodservice Culinary Education exams submitted by American Culinary Federation members and disseminate Certificate of Completion Manage culinary American Culinary Federation accreditation status 	11/1/24	10/31/25	\$2,000	 Review exams and email 60 certificates Renew certification status
TRADE MARKETING - FOODSERVICE: CULINARY EDUCATION (KURATA COMMUNICATIONS) SUBTOTAL:			\$2,000	

PROGRAM: Trade Marketing - Foodservice | ACTIVITIES: Program Administration | AGENCY: Kurata Communications

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
 Manage, supervise and evaluate Foodservice Marketing Program Contribute outline and information for From the Grove and GreenSheet articles including Marketing Digests Attend CAC meetings in-person and Board meetings via zoom Attend in-person handler meeting, prepare presentation Contribute updates on Foodservice programs via Dashboard and PowerPoint presentations Naturally incorporate considerations of diversity, equity and inclusion when developing programs, sourcing vendors and in appropriate communications Report on foodservice activities Attend in-person strategy meeting(s) Participate in meetings and planning for Fiscal Year 2025-26 	11/1/24	10/31/25	\$44,500	 Development and implementation of the 2024-25 CAC Foodservice Marketing Program, including all Dashboard updates, a minimum of 8 GreenSheet contributions and From the Grove articles as requested Provide updates on program for Board meetings, as requested Report on diversity, equity and inclusion Budget and plans for 2025-26
TRADE MARKE PROGI (KURATA COMMUNI	RAM ADN	IINISTRATION	\$44,500	

2024-25 TOTAL TRADE MARKETING - FOODSERVICE BUDGET: \$650,000



MARKETING ACTIVITIES SUPPORT

PROGRAM: Marketing Activities Support ACTIVITIES: Buy California Marketing Agreement AGENCY: CAC

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
 Participate in the Buy California Marketing Agreement program Support BCMA in CAC's marketing outreach as appropriate 	11/1/24	10/31/25	\$25,000	 Participation in BCMA Board meetings and strategic planning Timely response and asset contributions as requested
MARKETING ACTIVITIES SUPPORT: BUY CALIFORNIA MARKETING AGREEMENT (MARKETING PROGRAM SUPPORT) SUBTOTAL:			\$25,000	

PROGRAM: Marketing Activities Support ACTIVITIES: Marketing Planning AGENCY: CAC

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
Coordinate and execute CAC marketing and planning meetings, for this fiscal year and the 2025-26 business plan as needed	11/1/24	10/31/25	\$500	CAC staff/agency planning meetings and calls
MARKETING ACTIVITIES SUPPORT: MARKETING PLANNING (CAC) SUBTOTAL:			\$500	

PROGRAM: Marketing Program Support

ACTIVITIES: Trade Public Relations and Stakeholder Communications and Marketing Support

AGENCY: CAC/Rockwell Morrow/Curious Plot

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
 Trade Public Relations Rockwell Morrow Develop fiscal year trade PR plan in conjunction with CAC and Curious Plot Ghostwrite trade press releases Curious Plot Maintain trade PR contact list Manage trade PR tracking and reporting CAC Manage trade press release finalization, approvals, distribution and follow up Lead responses to trade PR inquiries 	11/1/24	10/31/25	\$66,000	 (RM) Fiscal year creative brief by 1/10/25 (RM) Up to 8 draft trade or Commission press releases or announcements (CP) Ongoing updates to contact list made on CAC's Dropbox (CP) Monthly Cision reports, CAC Board Dashboard reports as requested (CAC) Timely response to media requests, ongoing coordination with CAC leadership, draft responses and manage information and asset flow (CAC) Inclusion in at least 150 positive articles in key trade publications
 Trade Press Events Secure trade media participation in integrated grove tour event, host attendee subgroup and communicate key messages Plan and conduct in-person trade media meetings in their markets, encourage coverage of California Avocado season and key brand messaging 	11/1/24	10/31/25		(Trade Press Events Expenses covered in Trade Marketing – Retail budget) (CAC with RM assistance) Trade media communications, participation and logistics arranged per approved project briefs
Stakeholder Communications Manage marketing contributions to the GreenSheet and From the Grove, including staff/agency liaison, reviews and editing	11/1/24	10/31/25		 GreenSheet 2025 starter editorial calendar by 12/13/24 and updates as needed Content acquired for at least 1 article in every GreenSheet edition and 4 From the Grove editions

PROGRAM: Marketing Program	ACTIVITIES: Trade Public Relations and Stakeholder	AGENCY: CAC/Rockwell
Support	Communications and Marketing Support (cont.)	Morrow/Curious Plot

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
 Marketing Support Recipe support Manage recipe Dropbox organization project Review and proof recipes Ad hoc responses to consumers Assist with recipe development/testing Email and social support Review content calendars Input on recipes/permission Website content support as requested Othe Marketing support as requested 	11/1/24	10/31/25	(cont.)	Timely response to CAC requests, up to overall maximum monthly time allocation
MARKETING PROGRAM SUPPORT: TRADE PR, STAKEHOLDER COMMUNICATIONS AND MARKETING SUPPORT (ROCKWELL MORROW) SUBTOTAL:			\$66,000	

PROGRAM: Marketing Activities Support ACTIVITIES: Export Program AGENCY: CAC

ACTION STEPS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	DELIVERABLES
 Working with in-market representation company, identify targeted retailer(s) and distributor(s) in export market(s) Working with handlers, create high-value marketing programs for the California Avocado crop exported to South Korea and China 	11/1/24	9/30/25	\$45,000	 Export promotions and marketing opportunities featuring California Avocados with prominent California branding at targeted retailers and distributors to begin by 4/1/25 Point-of-sale support for targeted retail accounts in specified export markets for promotions (as needed) California Avocados funded for use in activities to support export programs
MARKETING ACTIVITIES SUPPORT: EXPORT PROGRAM (MERCHANDISING PROGRAM SUPPORT) SUBTOTAL:			\$45,000	

2024-25 TOTAL MARKETING ACTIVITIES SUPPORT BUDGET: \$136,500

2024-25 TOTAL MARKETING BUDGET: \$9,835,000



INDUSTRY AFFAIRS

	ACTIVITIES: Industry Statistics and Information; Grower Communications; Issues Management; Legal; Demonstration Grove; Education and Outreach; and Other/Administrative
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PRIORITY 2: Advocate for, and engage with, the industry

OBJECTIVES:

- 1. Proactively shape avocado industry issue outcomes that are compatible with the industry's key aspirations and the California Avocado Commission's values
- 2. Build consensus on the strategic direction to be taken to achieve the industry's key aspirations
- 3. Enhance California Avocado grower productivity and success
- 4. Ensure a full understanding and consideration of how government agency decisions will impact California Avocado producers

STRATEGIES:

- A. Anticipate and prioritize issues; use informed decision-making when executing plans that shape issue outcomes and respond immediately to crisis issues
- B. Collect and compile information vital to understanding global avocado market forces
- C. Execute an industry communications program that promotes discussion, consensus, action and feedback
- D. Maintain and develop relationships with other avocado industry and agricultural organizations that leverage strengths on issues of common interest
- E. Establish, maintain and strengthen relationships with influential governmental agency personnel (e.g., United States Department of Agriculture, Food and Drug Administration and others)

PROGRAM: Industry Affairs | ACTIVITIES: Industry Statistics and Information | AGENCY: Mohammadpour and LandIQ

PROGRAMS	BUDGET	ACTION STEPS & DELIVERABLES
AMRIC Operation - The Avocado Marketing Research and Information Center system provides the California Avocado industry with daily inventory and shipment information to guide harvest/market strategies. AMRIC procedures require all avocado handlers operating in California to report their avocado inventory, by variety and size and shipments by major-market destination, variety and size	\$19,300	 Collect bin counts daily through automated online system Provide industry members and AMRIC participants current and historical statistical information in a usable format within the boundaries of the program Review data requests from industry and implement enhancements Track daily data reporting by handlers on an ongoing basis Conduct periodic audits of AMRIC handler data, as needed Ensure secure and reliable data storage and monitoring Maintenance of AMRIC website and data tools Keep current with supported technology and platforms
Crop Forecasting and Analysis - The Avocado Crop-Estimating system projects the annual production of California Avocados. Crop statistics are compiled by growing region, county and state throughout the year. This valuable information guides CAC marketing programs, as well as allows each grower to develop his/her own harvest strategies with the big picture in mind	\$83,750	 Develop pre-season crop estimate prior to 12/31/24 Conduct crop surveys among AMRIC handlers that engage with industry (winter 2024, spring and fall 2025) and stay appraised of any crop updates throughout the season Conduct acreage inventory and spatial analysis and update 2025 California Avocado acreage no later than August 2025 Conduct an early-season grower and handler crop survey no later than February 2025 Conduct a mid-season grower and handler crop survey no later than May 2025 Perform "ground-truthing" and verify accuracy of current crop/acreage information

PROGRAM: Industry Affairs

ACTIVITIES: Industry Statistics and Information (cont.)

AGENCY: Mohammadpour and LandIQ

PROGRAMS	BUDGET	ACTION STEPS & DELIVERABLES
Grower Database - Maintenance of the California Avocado Production Tracking Acreage Inventory Network grower database. Continually maintain and update current database to ensure integrity and confidentiality of grower information. Grower database is used for various mailings, such as election ballots, referenda, redistricting, crop estimating surveys, annual reports and meeting notices	\$1,500	 Complete annual update of database based on handlers' grower/grove information received from handlers no later than 9/30/25 Perform database processing of 2025-26 grower exemption status using 2022, 2023 and 2024 production data no later than 9/30/25 Update database on an as-needed basis, based on information received via returned mail, grower sign-ups, etc.
Grove Database System - Using existing CAC grower and Geographic Information System databases, this project develops and maintains a web-based platform that integrates existing databases, as well as incorporates the ability to support grove location and ownership	\$11,500	 Maintain web-based grove database platform Perform updates and improvements to online GIS database including but not limited to an annual update using geodatabase integration from acreage inventory by October 2025 Purchase data on parcel ownership based on Assessor's Parcel Number, when necessary
INDUSTRY AFFAIRS: INDUSTRY STATISTICS AND INFORMATION SUBTOTAL:	\$116,050	

PROGRAM: Industry Affairs

ACTIVITIES: Grower Communications

AGENCY: GingerRoot; Fishhook

Development; Champ Publications and
Rockwell Morrow

PROGRAMS	BUDGET	ACTION STEPS & DELIVERABLES
Online Information - Expands the reach of effective industry communications through CAC's grower site, CaliforniaAvocadoGrowers.com	\$31,000	Provide timely updates to CAC's grower site with continual enhancement, maintenance and content development
Publications - Development of practical and relevant information for growers and industry and presentation in a format that is easily accessed and assimilated	\$108,500*	Publications may include, but are not limited to: CAC GreenSheet (semi-monthly) Food Safety Manuals, including Spanish translation CAC From the Grove magazine (quarterly) Advertising revenue expected to offset budget line item by \$60,000
Annual Meetings - CAC conducts annual meetings that generate industry awareness of CAC programs	\$15,000	Conduct annual meeting no later than 4/30/25
Annual Report - Preparation of an annual report that generates industry awareness of CAC programs and fulfills CAC's statutory obligation to report to the legislature	\$17,000	Produce and make available the annual report, no later than 6/30/25
INDUSTRY AFFAIRS: GROWER COMMUNICATIONS SUBTOTAL:	\$171,500	

*Note: Portion of publications expenditures potentially offset by advertising revenue

PROGRAM: Industry Affairs ACTIVITIES: Issues Management AGENCY: Law Offices of Edward M. Ruckert;
McDermott Will & Emery LLP; Spann Ag Research & Consulting, LLC; and Kahn, Soares & Conway, LLP

PROGRAMS	BUDGET	ACTION STEPS & DELIVERABLES
Water Issues - This project identifies, prioritizes and addresses key water issues	\$100,000	 CAC management will work with independent contractors (as needed) to: Monitor water issues (including rates) that potentially impact agriculture and represent interests of industry stakeholders, before local and regional water agencies and industry associations Identify improved water use efficiency technologies for industry utilization Work to improve the Metropolitan Water District water efficiency agricultural program Continue to develop programs with MWD and/or other water agencies that work toward lower agricultural water costs Analyze and evaluate current water issues and develop recommended programs Explore possible federal actions that would improve water supply reliability and/or mitigate water rates; if possible initiate pursuit of said actions
Field/Technical Support - Development and support of technical initiatives that promote industry productivity and profitability	\$100,000	Potential actions in this category may address: Phytosanitary security Section 18 emergency exemptions
Research Program Coordination and Outreach - Coordination of CAC's Production Research Program, collaboration with industry researchers, identification of research priorities, development of long-term research strategies aimed to improve grower sustainability and implementation of grower outreach activities	\$120,000	Manage the CAC-funded research program, including: Production Research Committee meetings Communications with researchers Review and approval of milestone reports Communicate research progress to CAC Board and growers

PROGRAM: Industry Affairs

ACTIVITIES: Issues Management (cont.)

AGENCY: Law Offices of Edward M. Ruckert; McDermott Will & Emery LLP and Spann Ag Research & Consulting, LLC; and Kahn, Soares & Conway, LLP

PROGRAMS	BUDGET	ACTION STEPS & DELIVERABLES
Legislative and Regulatory Advocacy - CAC stays abreast of regulatory, legislative and trade issues that affect the industry; develops position papers and advocates for stakeholders	\$125,000	 Potential actions in this category may involve: California agricultural laws Adjacency Issue Food Safety Modernization Act and other food safety related regulation Animal and Plant Health Inspection Service Agricultural Research Service funding for Invasive Species Immigration Reform Conservation/water efficiency programs Free Trade Agreements – both new and modification of existing Foreign Market Development activities (United States Department of Agriculture-Foreign Agricultural Service) Emerging Markets Program activities (USDA-FAS)
Production Registrations - Exploration of potential product registrations for use on avocados in California and research support where needed	\$5,000	Potential registrations/products may include: • Special Local Needs registrations, as needed
Sustainability Project - Identification of marketplace priority sustainable avocado production practices for California growers that align with customer requests for information	\$50,000	 CAC management will work with independent contractors, as directed, to: Develop external-facing communications that promote and differentiate California Avocados based on the California Avocado Sustainability Program Outreach to California Avocado customers that informs and educates about the California Avocado Sustainability Program Communicate with growers on additional sustainability practices
INDUSTRY AFFAIRS: ISSUES MANAGEMENT SUBTOTAL:	\$500,000	

DDOCDAM, Industry Affairs	ACTIVITIES: Logal	AGENCY: Creative Legal Solutions; Kahn, Soares &
PROGRAM: Industry Affairs	ACTIVITIES: Legal	Conway, LLP

PROGRAMS	BUDGET	ACTION STEPS & DELIVERABLES
Elections - Routine election activities, per CAC law	\$10,000	 Conduct annual election with ballots returned no later than 10/31/25 Fill mid-term vacancies as needed
Legal Support - Legal support for all CAC departments	\$150,000	Retain legal-support services to assist with contracts, trademarks, registrations and other transactional matters
Governance Support - This program continues to refine the long-term strategic plan that will guide CAC's activities	\$10,000	 Conduct Board/Executive Committee training, as needed Provide strategic planning support and resources Refine strategic plan, as needed Complete exemption determination status analysis and mail producer exemption status letters to all growers no later than 10/31/25 Present draft business plan to the Board, no later than October 2025 Use administrative support via outside contractors as needed to fulfill governance requirements
INDUSTRY AFFAIRS:		
LEGAL	\$170,000	
SUBTOTAL:		

PROGRAM: Industry Affairs

ACTIVITIES: Demonstration Grove AGENCY: Cal Poly Pomona and Somis Pacific Agricultural Management

PROGRAMS	BUDGET	ACTION STEPS & DELIVERABLES
Pine Tree - Rent	\$24,900	Monthly lease per lease agreement
Pine Tree - Grove Management	\$52,000	Annual grove management services based on 11 acres of planted avocado acreage, including routine annual tree maintenance
Pine Tree - Utilities	\$5,400	Split with Cal Poly Foundation based on percentage of leased acreage
Pine Tree - Property Tax and Insurance	\$2,520	Split with Cal Poly Foundation based on percentage of leased acreage
Pine Tree - Improvements and Misc. Expenses	\$5,000	 Improvements may include the following: Educational demonstration projects as needed including UCCE GEM Spacing Trial Replants of trees in poor health New plantings on available blocks Miscellaneous expenses, which may include weather station annual fees
Pine Tree - Crop Harvesting	\$25,000	Farm labor cost to harvest 2024-25 crop at Pine Tree Ranch
Pine Tree - CAC Assessment	\$1,000	CAC Assessment of \$0.01 per pound due on the sale of PTR fruit
Pine Tree - Hass Avocado Board Assessment	\$2,500	HAB Assessment of \$0.25 per pound due on the sale of PTR fruit
INDUSTRY AFFAIRS: DEMONSTRATION GROVE SUBTOTAL:		

^{*}Note: Portion of expenditures potentially offset by estimated harvest revenue of \$115,000

PROGRAM: Industry Affairs ACTIVITIES: Education and Outreach AGENCY: CAC

PROGRAMS	BUDGET	ACTION STEPS & DELIVERABLES
Field Meetings, Seminars and Workshops - Events purposed to educate and update growers and industry stakeholders on pertinent industry issues	\$15,000	 Conduct events that may include, but are not limited to: Food Safety Workshops, including Spanish translation Hot Topic Seminars (pest/labor/etc.), Spanish translation as needed
Pine Tree Ranch Field Days - Field days held at CAC's demonstration grove with the intent of providing a hands-on learning environment for the purpose of continued grower education and outreach	\$2,000	Hold at least 3 Grower Outreach and Education Field Days at Pine Tree Ranch, to be held winter 2024, summer and fall 2025
Grower Outreach - Provides industry with a reliable source for information on topics of vital importance to the operation of their business	\$3,000	 Coordinate and facilitate small grower forums Provide CAC premiums in appreciation of industry participation in various Commission programs
INDUSTRY AFFAIRS: EDUCATION AND OUTREACH SUBTOTAL:	\$20,000	

PROGRAM: Industry Affairs ACTIVITIES: Other/Administrative AGENCY: CAC

PROGRAMS	BUDGET	ACTION STEPS & DELIVERABLES
Dues, Sponsorships, Registrations and Reports - Formation and participation in coalitions with other commodity boards and agricultural organizations to broaden support for industry-wide initiatives	\$40,000	 Coalition dues and sponsorships may include, but are not limited to: Agriculture Coalition for Immigration Reform, Alliance for Food & Farming, California Avocado Society, Minor Crop Farmer's Alliance, President's Council, Specialty Crop Farm Bill Alliance, United States Agricultural Export Development Council and Western Growers Event registrations may include, but are not limited to: IFPA Global Produce & Floral Show, IFPA Washington Conference and Urban Water Institute
Grant Writing - Pursuit of outside-funding opportunities for industry initiatives	\$2,500	Potential funding opportunities may include:
Travel - Travel required by CAC staff to advocate on issues of importance to the industry, stay informed on industry issues and participate in industry events	\$60,000	Industry Affairs staff travel may include, but is not limited to: • Meetings with policy/decision makers • Grower seminars • District meetings • Local and international industry meetings/conferences
Office Expense - Expenses incurred by CAC non- marketing staff, in conducting day-to-day business activities	\$7,500	 Examples of office expenses include, but are not limited to: Office furniture/computers/software/electronics Paper/binders/supplies Subscriptions to business publications and resources
Committee Meeting Expense - Expenses incurred for travel, lodging and meals for committee meetings	\$5,000	Examples of committee meetings include, but are not limited to: • Production Research Committee • Executive Committee • Governance Committee

PROGRAM: Industry Affairs	ACTIVITIES: Other/Administrative (cont.)	AGENCY: CAC
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PROGRAMS	BUDGET	ACTION STEPS & DELIVERABLES
Anti-Theft Program – Expenses related to CAC's anti-theft reward program	\$15,000	Anti-theft signsAnti-theft reward program claims
INDUSTRY AFFAIRS: OTHER/ADMINISTRATIVE SUBTOTAL:	\$130,000	7 Title thort reward program diame

2024-25 TOTAL INDUSTRY AFFAIRS BUDGET: \$1,225,900



PRODUCTION RESEARCH

PROGRAM: Production Research ACTIVITIES: Research AGENCY: UC Riverside; UC Cooperative Extension; and Cal Poly

PRIORITY 3: Support industry strategy through research and outreach

OBJECTIVES:

1. Enhance California Avocado grower productivity and success

2. Ensure consistently safe, high-quality production that supports CAC's market development efforts

STRATEGIES:

- A. Design and implement a Production Research Program focused on practical solutions to grower-defined priorities
- B. Develop a research-based outreach and education program for California Avocado growers and other industry stakeholders

PROGRAM: Production Research ACTIVITIES: Research (cont.)

AGENCY: UC Riverside; UC Cooperative Extension

PROGRAMS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	ACTION STEPS & DELIVERABLES
EXISTING RESEARCH PROJECTS				
Breeding				
Commercial-scale field testing and potential release of five elite advanced rootstocks	11/1/22	10/31/25	\$89,628	 Establish commercial-scale field trials of PP35, PP40, PP42, PP45, and PP80 UCR advanced rootstocks before official release in cooperation with California growers Collect tree health and harvest data for PP35, PP40, PP42, PP45 and PP80 UCR advanced rootstocks at Pine Tree and Bonsall rootstock trials (established June 2017) Collect tree health and harvest data for PP35, PP40, PP42, PP45 and PP80 UCR advanced rootstocks at 4 previously established field trials (2019)
Commercial-scale field testing and potential release of five elite advanced rootstocks at Cal Poly	11/1/23	10/31/25	\$16,773	 Continue to collect and analyze data and disseminate results to the avocado grower and research community Continue to maintain orchard plot

2024-25 CALIFORNIA AVOCADO COMMISSION ACTION PLAN

PROGRAM: Production Research ACTIVITIES: Research (cont.)

AGENCY: UC Riverside; UC Cooperative Extension

PROGRAMS	START DATE	SCHEDULED COMPLETION DATE	BUDGET	ACTION STEPS & DELIVERABLES
Cultural Practices				
Development of tools and information on crop water use and effective irrigation management for more profitable and sustainable avocado production	11/1/22	10/31/25	\$55,603	 Develop accurate irrigation water needs under different conditions in South California through updated crop coefficient curves over the season for avocados Evaluate irrigation tools in avocados (soil moisture, ET, drone/satellite, leaf/stem water potential, canopy temperature) for effective irrigation management Evaluate irrigation strategies in avocados (grower irrigation practice vs. sensor-based irrigation and/or less water applied) Evaluate satellite-based tool of IrriSAT / IrriWatch/Open ET in avocados
Industry Research Support				
Foundation for Food and Agriculture Research (FFAR) Fellow Sponsor - Jesse Landesman	8/1/24	8/1/27	\$32,500	 The proposed work aims to address soil salinization, an issue that is increasingly faced by orchard crops across the western United States. Develop an understanding of how variations in irrigation water quality interact with soil characteristics, such as soil texture, to result in unpredictable patterns of salt accumulation in orchard soils.
EXISTING RESEARCH PI	ROJECTS	SUBTOTAL:	\$194,504	

2024-25 TOTAL PRODUCTION RESEARCH BUDGET: \$194,504



2024-25 BUDGET

						ORIGINAL vs.	AMEND #1	
ACCT		2024-25		2023-24		INCREASE	PERCENT	
CODE	REVENUES:	PROJECTION	%	AMEND #1	%	(DECREASE)	CHANGE	COMMENT
40001	CAC Assessment Revenue	\$0	0.0%	\$5,045,625	53.1%	(\$5,045,625)	-100.00%	Crop size 400 MM lbs
40011	HAB 85% Rebate Assessment Revenue	\$7,905,000	94.4%	\$3,952,500	41.6%	\$3,952,500	100.00%	
	Subtotal Assessment Revenues	\$7,905,000	94.4%	\$8,998,125	94.7%	(\$1,093,125)	-12.15%	
42001	Administration & Accounting Fee Revenue (AIP)	\$61,000	0.7%	\$61,000	0.6%	\$0	0.00%	
46010	Grant Funding	\$200,000	2.4%	\$300,000	3.2%	(\$100,000)	-33.33%	
48001	Interest Income	\$6,000	0.1%	\$6,000	0.1%	\$0	0.00%	
48009	From the Grove Income	\$60,000	0.7%	\$60,000	0.6%	\$0	0.00%	
48003	Other Income	\$140,000	1.7%	\$75,000	0.8%	\$65,000	86.67%	
	Subtotal Other Revenues	\$467,000	5.6%	\$502,000	5.3%	(\$35,000)	-6.97%	
	Total Revenues	\$8,372,000	100.0%	\$9,500,125	100.0%	(\$1,128,125)	-11.87%	
						ORIGINAL vs.	AMEND #1	
ACCT CODE	EXPENDITURES: Marketing Programs	2024-25 PROJECTION	%	2023-24 AMEND #1	%	INCREASE (DECREASE)	PERCENT CHANGE	COMMENT
51000 & 55000	Consumer Marketing	\$4,597,600	33.8%	\$3,807,500	32.7%	\$790,100	20.75%	
52000	Trade Marketing - Retail	\$3,615,900	26.6%	\$2,481,000	21.3%	\$1,134,900	45.74%	
53000	Trade Marketing - Foodservice	\$650,000	4.8%	\$537,500	4.6%	\$112,500	20.93%	
59000	Marketing Activities Support & Personnel	\$971,500	7.1%	\$177,500	1.5%	\$794,000		Includes 85% of Marketing Staff Personnel Expense
	Subtotal Marketing Programs	\$9,835,000	72.3%	\$7,003,500	60.1%	\$2,831,500	40.43%	
	EXPENDITURES: Non-Marketing Programs			**,***,***				
64000 & 65000	Industry Affairs & Production Research	\$1,420,404	10.4%	\$1,485,154	12.7%	(\$64,750)	-4.36%	
66010	Grant Programs	\$200,000	1.5%	\$300,000	2.6%	(\$100,000)	-33.33%	
70000	Operations	\$2,150,328	15.8%	\$2,867,339	24.6%	(\$717,011)	-25.01%	85% of Marketing Staff Personnel Expense Transferred to Marketing
	Subtotal Non-Marketing Programs	\$3,770,732	27.7%	\$4,652,493	39.9%	(\$881,761)	-18.95%	
	Total Expenditures	\$13,605,732	100.0%	\$11,655,993	100.0%	\$1,949,739	16.73%	
	Excess Of Revenues Over (Under) Expenditures	(\$5,233,732)	-62.5%	(\$2,155,868)	-22.7%	(\$3,077,864)	142.77%	
	Estimated Beginning Reserves - Nov. 1	\$15,520,086		\$7,425,954		\$8,094,132	109.00%	
	Estimated 2023-24 Revenue Overage based on Volume & Price/LB			\$9,500,000				
	Estimated 2023-24 Unspent Funds Returned to Reserves		-	\$750,000				
	Estimated Ending Reserves - Oct. 31	\$10,286,354		\$15,520,086		(\$5,233,732)	-33.72%	

Department: Marketing

ORIGINAL vs. AMEND #1								
ACCT	DEPT/	2024-25		2023-24		INCREASE	PERCENT	
CODE	ACTIVITY	PROJECTION	%	AMEND #1	%	(DECREASE)	CHANGE	СО
	Consumer Marketing:		,,,	7	,,,	(220112/102)		
51001	Media Planning & Buying	\$1,755,000	17.8%	\$1,680,000	24.0%	\$75,000	4.46%	
51002	Creative Strategy, Content & Production	\$511,600	5.2%	\$497,500	7.1%	\$14,100	2.83%	
51004 & 52113	Consumer Marketing - Retail	\$1,100,900	11.2%	\$800,000	11.4%	\$300,900	37.61%	
54001	Consumer Public Relations	\$368,000	3.7%	\$192,500	2.7%	\$175,500	91.17%	
55101 & 55103	Online Marketing	\$536,600	5.5%	\$410,000	5.9%	\$126,600	30.88%	
51801 & 57002	Program Administration & Marketing Research	\$325,500	3.3%	\$227,500	3.2%	\$98.000	43.08%	
	Consumer Marketing Subtotal	\$4,597,600	46.7%	\$3,807,500	54.4%	\$790,100	20.75%	
	Trade - Retail:							
520XX	Trade Relations	\$915,250	9.3%	\$705,300	10.1%	\$209,950	29.77%	
52016, 521XX & 523XX	Retail Promotions	\$2,362,450	24.0%	\$1,447,500	20.7%	\$914,950	63.21%	
522XX	Data, Research & Analysis	\$272,200	2.8%	\$262,200	3.7%	\$10,000	3.81%	
52140 & 524XX	Administration & Other	\$66,000	0.7%	\$66,000	0.9%	\$10,000	0.00%	
32 140 & 324AA	Trade - Retail Subtotal	\$3,615,900	36.8%	\$2,481,000	35.4%	\$1,134,900	45.74%	
	Trade - Netali Gubtotai	Ψ0,010,300	30.070	Ψ2,401,000	33.470	ψ1,104,500	43.1470	
	Trade - Foodservice:							
53001	Media	\$87,400	0.9%	\$0	0.0%	\$87,400	0.00%	
53101	Public Relations	\$102,300	1.0%	\$103,300	1.5%	(\$1,000)	-0.97%	
53103	Foodservice Events	\$213,800	2.2%	\$164,100	2.3%	\$49,700	30.29%	
53104	Chain Promotions	\$200,000	2.0%	\$223,600	3.2%	(\$23,600)	-10.55%	
53105	Culinary Education	\$2,000	0.0%	\$2,000	0.0%	\$0	0.00%	
5380X	Program Administration	\$44,500	0.5%	\$44,500	0.6%	\$0	0.00%	
	Trade - Foodservice Subtotal	\$650,000	6.6%	\$537,500	7.7%	\$112,500	20.93%	
	Marketing Activities Support:							
51803 & 52134	Marketing Planning & Export Program	\$111,500	1.1%	\$177,500	2.5%	(\$66,000)	-37.18%	
51003	Buy California Marketing Agreement	\$25,000	0.3%	\$0	0.0%	\$25,000	0.00%	
518XX	Marketing Personnel Expense	\$835,000	8.5%	\$0	0.0%	\$835,000	0.0070	
3.000	Marketing Activities Support Subtotal	\$971,500	9.9%	\$177,500	2.5%	\$794,000	447.32%	
	g, capport dubtotul	4071,000	5.070	\$111,000	2.070		.47.0270	
	Total Marketing	\$9,835,000	100.0%	\$7,003,500	100.0%	\$2,831,500	40.43%	

Department: Industry Affairs & Production Research

						ORIGINAL vs.		
ACCT	DEPT/	2024-25		2023-24		INCREASE	PERCENT	
CODE	ACTIVITY	PROJECTION	%	AMEND #1	%	(DECREASE)	CHANGE	(
	Industry Statistics And Information:							
64001	AMRIC Operation	\$19,300	1.6%	\$27,000	2.2%	(\$7,700)	-28.52%	
64002	Crop Forecasting and Analysis	\$83,750	6.8%	\$80,000	6.6%	\$3,750	4.69%	
64003	Grower Database	\$1,500	0.1%	\$1,500	0.1%	\$0	0.00%	
64004	Grove Identification GIS Project Development	\$11,500	0.9%	\$11,500	0.1%	\$0 \$0	0.00%	
04004								
	Industry Statistics And Information Subtotal	\$116,050	9.5%	\$120,000	9.9%	(\$3,950)	-3.29%	
	Grower Communications:							
64105	Online Information	\$31,000	2.5%	\$31,000	2.6%	\$0	0.00%	
64106	Publications	\$108,500	8.9%	\$108,500	9.0%	\$0	0.00%	
64107	Annual Meeting	\$15,000	1.2%	\$20,000	1.7%	(\$5,000)	-25.00%	
64108	Annual Report	\$17,000	1.4%	\$15,000	1.2%	\$2,000	13.33%	
	Grower Communications Subtotal	\$171,500	14.0%	\$174,500	14.4%	(\$3,000)	-1.72%	
64201	<u>Issues Management:</u> Water Issues	\$100,000	8.2%	\$100,000	8.3%	¢0	0.00%	
						\$0		
64202	Field/Technical Support	\$100,000	8.2%	\$100,000	8.3%	\$0	0.00%	
64204	Research Program Coordination & Outreach	\$120,000	9.8%	\$120,000	9.9%	\$0	0.00%	
64206	Legislative & Regulatory Advocacy	\$125,000	10.2%	\$125,000	10.3%	\$0	0.00%	
64208	Product Registrations	\$5,000	0.4%	\$5,000	0.4%	\$0	0.00%	
64211	Sustainability Project	\$50,000	4.1%	\$50,000	4.1%	\$0	0.00%	
	Issues Management Subtotal	\$500,000	40.8%	\$500,000	41.3%	\$0	0.00%	
	Legal/Governance:							
64301	Elections	\$10,000	0.8%	\$10,000	0.8%	\$0	0.00%	
64302	Legal Support	\$150,000	12.2%	\$100,000	8.3%	\$50,000	50.00%	
64303	Governance Support	\$10,000	0.8%	\$55,000	4.5%	(\$45,000)	-81.82%	
	Legal/Governance Subtotal	\$170,000	13.9%	\$165,000	13.6%	\$5,000	3.03%	
	Demonstration Grove:							
64401	Pine Tree - Rent	\$24,900	2.0%	\$24,900	2.1%	\$0	0.00%	
64402	Pine Tree - Grove Management	\$52,000	4.2%	\$52,000	4.3%	\$0	0.00%	
64403	Pine Tree - Utilities	\$5,400	0.4%	\$5,400	0.4%	\$0	0.00%	
64404	Pine Tree - Property Tax & Insurance	\$2,550	0.2%	\$2,520	0.2%	\$30	1.19%	
64405	Pine Tree - Improvements & Misc Expenses	\$5,000	0.4%	\$5,000	0.4%	\$0	0.00%	
64406 - 64409	Pine Tree - Harvesting, Hauling, CAC & HAB Assessments	\$28,500	2.3%		1.3%	\$13,345	88.06%	
04400 - 04409	Demonstration Grove Subtotal	\$20,500 \$118,350	9.7%	\$15,155 \$104,975	8.7%	\$13,375	12.74%	
	Demonstration Grove Subtotal	Φ110,350	3.1 /0	φ104,975	0.1 /6	\$13,375	12.74%	
	Education & Outreach:							
64501	Field Meetings, Seminars & Workshops	\$15,000	1.2%	\$15,000	1.2%	\$0	0.00%	
64502	Pine Tree Ranch Field Days	\$2,000	0.2%	\$2,000	0.2%	\$0	0.00%	
64503	Grower Outreach	\$3,000	0.2%	\$4,000	0.3%	(\$1,000)	-25.00%	
	Education & Outreach Subtotal	\$20,000	1.6%	\$21,000	1.7%	(\$1,000)	-4.76%	
	0.0		<u></u>					
64801	Other: Dues, Sponsorships, & Reports	\$40,000	3.3%	\$41,000	3.4%	(\$1,000)	-2.44%	
	Oceant Maritim as		0.2%		0.2%		0.00%	
64802	Grant Writing	\$2,500		\$2,500		\$0		
64803	Travel	\$60,000	4.9%	\$60,000	5.0%	\$0	0.00%	
64804	Office Expense	\$7,500	0.6%	\$10,000	0.8%	(\$2,500)	-25.00%	
64805	Committee Meeting Expense	\$5,000	0.4%	\$5,000	0.4%	\$0	0.00%	
64901	Anti-Theft Reward Program	\$15,000	1.2%	\$7,500	0.6%	\$7,500	100.00%	
	Other Industry Affairs Subtotal	\$130,000	10.6%	\$126,000	10.4%	\$4,000	3.17%	
	Total Industry Affairs	\$1,225,900	100.0%	\$1,211,475	100.0%	\$14,425	1.19%	
	Total madely Alland	Ψ1,223,300	.00.070	Ψ1,211,473	100.070	Ψ17,723	1.13/0	

Department: Industry Affairs & Production Research

Department. Industry F	ATTAIRS & Production Research					ORIGINAL vs.	AMEND #1	
ACCT	DEPT/	2024-25		2023-24		INCREASE	PERCENT	
CODE	ACTIVITY	PROJECTION	%	AMEND #1	%	(DECREASE)		COMMENT
-	Pest & Disease Projects:							
65131	Phenology and ecology of avocado lace bug in Southern California	\$0	0.0%	\$30,572	11.2%	(\$30,572)	-100.00%	
65132	PLACEHOLDER: Avocado Branch Canker	\$0	0.0%	\$30,000	11.0%	(\$30,000)	-100.00%	
	Pest & Disease Project Subtotal	\$0	0.0%	\$60,572	22.1%	(\$60,572)	-100.00%	
	Breeding, Varieties, Genetics Projects:							
65216	Commercial-Scale Field Testing and Potential Release of Rootstocks	\$89,628	46.1%	\$89,628	32.7%	\$0	0.00%	
	CAL POLY - Commercial-scale field testing and potential release of five elite							
65217	advanced rootstocks	\$16,773	8.6%	\$16,690	6.1%	\$83	0.50%	
	Breeding, Varieties, Genetics Projects Subtotal	\$106,401	54.7%	\$106,318	38.8%	\$83	0.08%	
	Cultural Management Projects:							
65323	Develop tools and info on crop water use	\$55,603	28.6%	\$67,053	24.5%	(\$11,450)	-17.08%	
65324	Adapting a User-friendly Online Irrigation Calculator for Avocados	\$0	0.0%	\$7.236	2.6%	(\$7,236)	-100.00%	
00021	Cultural Management Projects Subtotal	\$55,603	28.6%	\$74,289	27.1%	(\$18,686)	-25.15%	
	,	, ,		, ,				
	Industry Research Support:							
65403	Foundation for Food and Agriculture Research (FFAR) Fellow Sponsor -	\$32,500	16.7%	\$32,500	11.9%	\$0	0.00%	
00403	Jesse Landesman	\$32,300						
	Industry Research Subtotal	\$32,500	16.7%	\$32,500	11.9%	\$0	0.00%	
	Total Production Research	\$194,504	100.0%	\$273,679	100.0%	(\$79,175)	-28.93%	
Department: Grant Pro	ograms							
						ORIGINAL vs.	AMEND #1	
ACCT	DEPT/	2024-25		2023-24		INCREASE	PERCENT	
CODE	ACTIVITY	PROJECTION	%	AMEND #1	%	(DECREASE)	CHANGE	COMMENT
66020-91	USDA Grant-FAS MAP South Korea	\$100,000	50.0%	\$160,000	53.3%	(\$60,000)	-37.50%	
66021-92	USDA Grant-FAS MAP China	\$100,000	50.0%	\$140,000	46.7%	(\$40,000)	-28.57%	

\$200,000

\$300,000

100.0%

(\$100,000)

Total Grant Programs

Department: Operations

epartinent. Operations						ORIGINAL vs.	AMEND #1	
ACCT	DEPT/	2024-25		2023-24		INCREASE	PERCENT	
CODE	ACTIVITY	PROJECTION	%	AMEND #1	%	(DECREASE)		СОММ
	Office Expense:							
71101 & 71102	Office Rent & Property Tax	\$35,132	1.6%	\$155,705	5.4%	(\$120,573)	-77.44%	
71104	Offsite Storage	\$10,240	0.5%	\$9,300	0.3%	\$940	10.11%	
71111	Corporate Insurance	\$101,960	4.7%	\$96,000	3.3%	\$5,960	6.21%	
71121 - 71123	Office Expense, Supplies & Janitorial	\$31,350	1.5%	\$27,650	1.0%	\$3,700	13.38%	
71131	Utilities	\$14,700	0.7%	\$14,600	0.5%	\$100	0.68%	
71141	Bank & Payroll Fees	\$8,500	0.4%	\$16,000	0.6%	(\$7,500)	-46.88%	
71151	Equipment Maintenance & Expense	\$7,760	0.4%	\$20,000	0.7%	(\$12,240)	-61.20%	
71161 - 71181	Telephone, Cell Phone, Postage & Courier Service	\$24,800	1.2%	\$29,420	1.0%	(\$4,620)	-15.70%	
	Office Expense Subtotal	\$234,442	10.9%	\$368,675	12.9%	(\$134,233)	-36.41%	
				7000,000	121070	(+101)=001		
	Professional Fees:							
71201	CPA-Financial Audits	\$40,000	1.9%	\$40,000	1.4%	\$0	0.00%	
71203	CPA-Assessment Audits	\$56,375	2.6%	\$28,500	1.0%	\$27,875	97.81%	
71207	CDFA Fiscal and Compliance Audit	\$9,925	0.5%	\$14,500	0.5%	(\$4,575)	-31.55%	
71211	CDFA Charges	\$90,000	4.2%	\$81,960	2.9%	\$8,040	9.81%	
71221	USDA-AMS Charges	\$63,000	2.9%	\$60,000	2.1%	\$3,000	5.00%	
71231 - 71235	Legal & Other Professional	\$10,000	0.5%	\$7,500	0.3%	\$2,500	33.33%	
71236	Outsourced Accounting	\$107,500	5.0%	\$150,000	5.2%	(\$42,500)	-28.33%	
78301	Pension Admin & Legal	\$38,620	1.8%	\$52,300	1.8%	(\$13,680)	-26.16%	
	Professional Fees Subtotal	\$415,420	19.3%	\$434,760	15.2%	(\$19,340)	-4.45%	
				, , , , , , , , , , , , , , , , , , , ,				
	Personnel Expenses:							
	Payroll Expense (Wages, Tax & Wrkrs Comp) - Ops & IA	\$670,840	31.2%	\$645,680	22.5%	\$25,160	3.90%	
71301 & 71321	Payroll Expense (Wages, Tax & Wrkrs Comp) - Marketing	\$118,071	5.5%	\$766,280	26.7%	(\$648,209)	-84.59%	
71311	Pension Expense	\$73,445	3.4%	\$117,625	4.1%	(\$44,180)	-37.56%	
71331	Benefits Expense	\$146,557	6.8%	\$236,432	8.2%	(\$89,875)	-38.01%	
	Personnel Expenses Subtotal	\$1,008,914	46.9%	\$1,766,017	61.6%	(\$757,103)	-42.87%	
					,			
	Commissioner Expenses:							
71401	District Meetings & Expenses	\$5,000	0.2%	\$5,000	0.2%	\$0	0.00%	
71402 & 71403	Travel, Lodging, Mileage, Meals & Entertainment	\$58,000	2.7%	\$58,000	2.0%	\$0	0.00%	
71404	Board Meeting Expenses	\$22,250	1.0%	\$31,000	1.1%	(\$8,750)	-28.23%	
71405	HAB BOLD Participation	\$10,000	0.5%	\$18,000	0.6%	(\$8,000)	-44.44%	
71406	District Designated Funds	\$100,000	4.7%	\$0	0.0%	\$100,000	100.00%	
	Commissioner Expenses Subtotal	\$195,250	9.1%	\$112,000	3.9%	\$83,250	74.33%	
	Information Technology:							
73001 & 73002	Network Maint., Hardware, Software & Licenses	\$35,806	1.7%	\$66,937	2.3%	(\$31,131)	-46.51%	
73003 & 73005	IT Support, Consulting & IT Service	\$68,194	3.2%	\$56,500	2.0%	\$11,694	20.70%	
73004	Accounting & Assessment System	\$6,000	0.3%	\$11,500	0.4%	(\$5,500)	-47.83%	
	Information Technology Subtotal	\$110,000	5.1%	\$134,937	4.7%	(\$24,937)	-18.48%	
	Depreciation, Interest & Other Operations:							
78101	Operations Staff Travel	\$5,000	0.2%	\$5,000	0.2%	\$0	0.00%	
78201	Depreciation Expense	\$0	0.0%	\$0	0.0%	\$0	0.00%	
78401 & 78501	Dues & Reg., Education, Training, Recruitment, Other	\$11,175	0.5%	\$20,950	0.7%	(\$9,775)	-46.66%	
78601	Temporary Help	\$5,000	0.2%	\$25,000	0.9%	(\$20,000)	-80.00%	
79001	Amortization Expense	\$159,351	7.4%	\$0	0.0%	\$159,351	100.00%	
79100	Interest Expense	\$5,776	0.3%	\$0	0.0%	\$5,776	100.00%	
	Depreciation, Interest & Other Admin Subtotal	\$186,302	8.7%	\$50,950	1.8%	\$135,352	265.66%	•
	Total Operations	\$2,150,328	100.0%	\$2,867,339	100.0%	(\$717,011)	-25.01%	•



BOARD OF DIRECTORS MEETING, October 10, 2024

BOARD INFORMATION

ITEM 10: DEFORESTATION

SUMMARY:

At the August 15 Board meeting deforestation was discussed, and it has been added to the agenda for the October 10 Board meeting. In preparation for the discussion, Ken Melban, CAC vice president of industry affairs and operations, has sent the board multiple emails on the subject matter, which also are included here.

FISCAL ANALYSIS:

Not applicable

BOARD OPTIONS:

Not applicable

STAFF RECOMMENDATION:

Not applicable

EXHIBITS / ATTACHMENTS:

- Agri-Pulse Article
- Senator Welch Letter to State Department
- Climate Rights International August 2024 report
- Giannini Foundation report
- Statement from U.S. Ambassador Ken Salazar regarding the announcement of a voluntary deforestation certification program in Mexico along with an article on the same
- Robert Jackson's letter to Rep. Mike Levin

From: Agri-Pulse Daybreak West < Daybreak@agri-pulse.com >

Date: September 11, 2024 at 5:00:11 AM PDT

Subject: Deforestation policies could backfire * H-2A tech preps farmers for audits * Schumer:

Where's farm bill extension?

Reply-To: Agri-Pulse Daybreak West < <u>Daybreak@agri-pulse.com</u>>

Your Agri-Pulse Daybreak West for September 11, 2024 Sponsored by Rabo AgriFinance





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Deforestation policies could harm California farmers

Economists are warning that policies to certify imports as "deforestation free" could backfire on California farmers.

UC Davis Assistant Professor Mark Agerton and his graduate student studied the issue after six U.S. senators raised concerns over avocado imports in February. The Democratic lawmakers argued the Biden administration <u>should establish certification requirements</u> to ensure the Mexican imports are not grown on illegally deforested land.

The researchers found such a policy <u>would likely reduce the supply and raise prices</u> for consumers. While California avocado growers would stand to benefit during their harvest, they would be competing against the marketing. The certifications on imported products could encourage consumers to pay more for the sustainability label, similar to an organic premium.

The burden of ensuring the supply chain is not leading to deforestation would be costly for retailers and importers as well. Rather, the economists suggest the federal government maintains the standards and the necessary monitoring.

Yet the issue grows complicated when considering the agricultural intermediaries in California that often source from Mexico to bolster the local supply. A ban on any imported avocados that lack the certification could hurt those operations. The economists instead recommend a deforestation tariff to lower the implementation costs.

Western Growers partners on H-2A tech

Western Growers is celebrating the launch of a tech platform designed to streamline the paper-heavy H-2A process.

H2 Organizer simplifies onboarding, tracks workers to optimize logistics, covers payroll, enables multilingual communication with workers and alerts employers about compliance dates. The documentation tracking also prepares employers for potential audits by the Labor Department's Wage and Hour Division.

Jason Resnick, senior vice president and general counsel at Western Growers, calls the technology a game changer for farmers navigating the complex H-2A program. He described H2 Organizer as "an efficient, user-friendly solution that eliminates manual data entry and keeps everything in one accessible place."

USDA funds \$121M for specialty crops and organic expansion

USDA <u>announced</u> approximately \$121 million in funding for transitions to and expansion of organic agriculture and specialty crops research, facilitated through the National Institute of Food and Agriculture.

NIFA is dividing the investment between 17 Specialty Crop Research Initiative projects, 23 Organic Agriculture Research and Extension Initiative (OREI) projects and seven Organic Transitions Program projects.

Projects began on Sept. 1 and will last between one to five years, depending on the proposal.

In California: UC Davis <u>received</u> \$74,995 from the OREI allocation to address agricultural needs in the Imperial and Coachella valleys, with a core focus on organic pest management and food safety. Their programming is oriented towards historically underserved farmers and will feature on-farm demonstrations, discussions and peer-to-peer learning.

Trump, Harris tangle over tariffs, impact on consumer costs

Vice President Kamala Harris and former President Donald Trump, debating for the first time Tuesday night, immediately tangled over trade policy and Trump's proposal to impose across-the-board tariffs on U.S. imports.

Harris, suggesting such tariffs would drive up the cost of living, referred to the tariffs as a "sales tax, which would be a 20% tax on everyday goods that you rely on to get through the month." Inflation is a major problem facing Harris and other Democratic candidates in this fall's election.

"Economists have said that that Trump sales tax would actually result for middle class families in about \$4,000 more a year, because of his policies and his ideas about what should be the backs of middle-class people paying for tax cuts for billionaires," Harris added.

Trump responded, "I have no sales tax. That's an incorrect statement."

He suggested, as he has in the past, that tariffs are paid by the exporting countries. Tariffs are actually paid by importers.

Read our full report at <u>Agri-Pulse.com</u>.

Jones presses lawmakers on FDA Human Foods needs

Jim Jones, FDA's deputy commissioner for human foods, says his agency needs additional regulatory authorities and funding to keep up with the modern food system.

Jones appeared before the House Energy and Commerce Committee's Health subcommittee Tuesday to take questions on a number of food safety bills and to push Congress for more support. "Certainly, the FDA is no stranger to doing more with less, but we also need modern authorities to enable further agility and to help us regulate our rapidly evolving 21st-century food supply," Jones said.

Congress should give the agency authority to prevent foods with dangerous levels of contaminants from reaching retail shelves, and lift limitations on sharing some regulated commodity information with state partners during urgent food safety events, Jones said.

Food industry groups create forum for traceability rule

Eight food industry groups have created a Food Industry FSMA 204 Collaboration to boost awareness and share resources about the FDA's food traceability rule.

The traceability rule requires the food supply chain to collect more detailed information to help the agency identify and remove potentially contaminated foods from the market more quickly. The compliance deadline for the rule is Jan. 20, 2026, with the agency expected to begin enforcement in 2027.

Still, recent stakeholder discussions found that many in the supply chain lack awareness and understanding of the new requirements.

The new collaboration group includes the Association of Food & Drug Officials, FMI-The Food Industry Association, International Fresh Produce Association, National Association of State Departments of Agriculture and more.

ESA reform bill dropped in House

An Endangered Species Act reform bill introduced by House Republicans Tuesday would make major changes to the 51-year-old law.

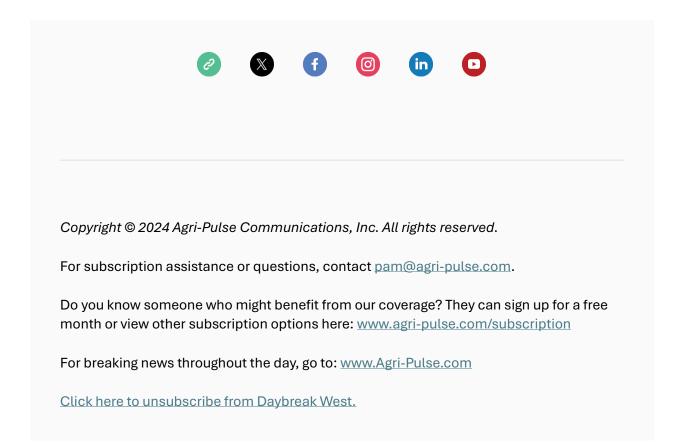
The bill introduced by Reps. Bruce Westerman, R-Ark., and Dan Newhouse, R-Wash., would prevent designation of critical habitat on private land and require that federal wildlife agencies examine the economic and natural security impacts of species listings. It also would prohibit judicial review of decisions to remove species from the threatened and endangered list.'

The National Cattlemen's Beef Association and Public Lands Council praised the legislation. The Center for Biological Diversity dismissed the bill as "a tired rerun of the same old script."

Brad Hooker, Chloe Lovejoy, Rebekah Alvey, Philip Brasher, Nosh Wicks.

Comments? Questions? Tips? Email comments to brad@agri-pulse.com

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United States Senate

WASHINGTON, DC 20510

February 7, 2024

The Honorable Antony Blinken Secretary Department of State 2201 C Street, NW Washington, DC 20520 The Honorable Thomas Vilsack Secretary Department of Agriculture 1400 Independence Avenue, SW Washington, DC 20250

The Honorable Katherine Tai Ambassador Office of the U.S. Trade Representative 600 17th Street NW Washington, DC 20508

Dear Secretary Blinken, Secretary Vilsack, and Ambassador Tai:

We write regarding reports of widespread illegal deforestation and unsustainable water use linked to avocados imported from Mexico. We request additional information regarding the Administration's efforts to address environmental degradation linked to these imports and work with our Mexican partners to prevent the sale of avocados grown on illegally deforested lands to American consumers.

Two states in Mexico—Michoacán and Jalisco—supply almost all avocados consumed in the United States. According to a recent article in the *New York Times*, avocado production in these states has had a catastrophic impact on the environment and local communities. A report by Climate Rights International further outlines the devastating toll of the U.S.-Mexico avocado trade: government officials in Michoacán and Jalisco identify avocado production as "a central cause of deforestation and environmental destruction in their states," including water theft. The report also outlines how Indigenous leaders and others seeking to defend their forests and water have been threatened, attacked, and killed.²

The U.S. and Mexico are both parties to the Paris Agreement, which includes a commitment to reduce deforestation and greenhouse gas emissions causing climate change. In addition, both countries signed the Glasgow Leaders Declaration at COP26, which includes a commitment to trade policies that promote sustainable commodity production and consumption and reduce deforestation.

New York Times, Americans Love Avocados. It's Killing Mexico's Forests (online at https://www.nytimes.com/2023/11/28/us/mexico-avocado-deforestation.html) (accessed Jan. 25, 2024).

² Climate Rights International, Unholy Guacamole, Deforestation, Water Capture, and Violence Behind Mexico's Avocado Exports to the U.S. and Other Major Markets (online at https://cri.org/reports/unholy-guacamole/) (accessed Jan. 25, 2024).

To help meet these commitments, the Administration, in cooperation with our Mexican partners, should work to prevent Mexican avocados produced on illegally deforested land from reaching U.S. markets. For example, the U.S. and Mexico are currently subject to an Operational Work Plan (OWP) agreement that requires U.S. and Mexican authorities to certify Mexican avocado orchards that export to the U.S. Currently, the OWP certification requirement only includes evaluation of pest control. The Administration should consider expanding the certification requirement to include a review of deforestation impacts, denying certification to orchards installed on recently illegally deforested land—a change that senior Mexican officials have reportedly expressed interest in making. Because most Mexican avocado orchards are not on recently deforested land, the Administration could implement policy changes without significantly reducing American consumers' access to avocados or harming the livelihood of law-abiding avocado farmers.³

To better understand the steps the Administration is taking, and could take in the future, to prevent the sale of avocados in the United States linked to deforestation, unsustainable water use, and violence against Indigenous and other local communities, we request a staff briefing with your agencies within the next 45 days.

Thank you for your consideration.

whelen

Sincerely,

Peter Welch

United States Senator

Tim Kaine

United States Senator

Chris Van Hollen

United States Senator

Benjamin Cardin United States Senator

en Cardin

Martin Heinrich

United States Senator

Jeff Merkley

United States Senator

cc: Ambassador Ken Salazar

Climate Rights International, Unholy Guacamole, Deforestation, Water Capture, and Violence Behind Mexico's Avocado Exports to the U.S. and Other Major Markets (online at https://cri.org/reports/unholy-guacamole/) (accessed Jan. 25, 2024).



DONATE

Deforestation in Mexico

US-Mexico: US Avocado Sellers Fail to End Sourcing from Illegally Deforested Land in Mexico

Companies' Practices Incentivize Deforestation, Belie Sustainability Commitments

August 2024

Leer in Español

(New York, August 6, 2024) – Leading U.S. avocado importers Calavo Growers, Fresh Del Monte Produce, Mission Produce, and West Pak Avocado have continued to source from Mexican orchards containing illegally deforested land in 2023 and 2024 even after being informed of deforestation within their supply chains, Climate Rights International said today

their sourcing practices are not incentivizing the acstraction or incates storests.

The four companies have supplied avocados from Mexico to major supermarket chains throughout the United States. Albertsons, Costco, Kroger, Target, Trader Joe's, Walmart, and Whole Foods all sourced from at least one of the four companies in 2023.

A November 2023 report by Climate Rights International, "Unholy Guacamole:

Deforestation, Water Capture, and Violence Behind Mexico's Avocado Exports to the U.S. and Other Major Markets," documented how the U.S.-Mexico avocado trade is fueling widespread illegal deforestation and water shortages in the Mexican states of Michoacán and Jalisco, and how local residents whose efforts to protect their forests and water supplies have been met with violence and intimidation. Using shipping records obtained through Mexico's transparency law, the report revealed that the four top U.S. importers, as well as other companies, had sourced avocados from orchards containing illegally deforested land in 2022.

"By buying from orchards containing illegally cleared lands, the companies are effectively incentivizing further deforestation, as well as acts of intimidation and violence against local residents trying to stop it," said Daniel Wilkinson, Senior Policy Advisor at Climate Rights International. "And by continuing to do so after being informed of the consequences, they're showing that their public commitments to sustainable sourcing are, when it comes to Mexican avocados, little more than greenwashing."

Climate Rights International and Guardián Forestal recently obtained avocado shipping records for 2023 and the first trimester of 2024 from the Mexican government. The organizations identified 60 examples of the four companies sourcing avocados from orchards in Michoacán containing deforested land—including 15 examples for each company. (See below for satellite images and a list of the orchards.)

As documented in the 2023 report, virtually all of the avocado-driven deforestation in Michoacán and Jalisco over the past two decades has been illegal. Moreover, in many instances, the land has been cleared by intentionally setting forest fires, which is also a crime. The total amount of avocado-driven deforestation in the two states over the past decade very likely exceeds 40,000 acres (16,000 hectares)—and could be more than 70,000 acres. Tens—if not hundreds—of thousands of acres of forest in the two states remain at risk of deforestation for avocado exports, according to academic studies.

water by avocado orchards—contributes to water shortages that impact local communities.

More than half of the 60 examples involve transactions that occurred after Climate Rights International provided the companies with documentation of deforestation within their supply chains and evidence that avocado-driven deforestation is taking a serious toll on the rights of local residents and the environment. Climate Rights International wrote to the four companies in early November 2023 and presented the main findings of the report that was released at the end of that month, including evidence indicating that they had sourced avocados from orchards containing illegally deforested land in 2022. Climate Rights International followed up with them directly several weeks later to provide the full report, which includes more than a dozen examples for each company.

The four US-based avocado importers have stated publicly they are committed to ensuring the sustainability of their supply chains. Major supermarkets who have sourced avocados from them have made similar commitments, publicizing codes of conduct stating that suppliers must comply with certain environmental and human rights requirements, including not violating environmental laws of their countries of operation.

In February 2024, the United States Ambassador to Mexico, Ken Salazar – former US Senator from Colorado and Interior Secretary in the Obama administration – traveled to Michoacán, the heart of Mexican avocado production, and held a press conference with Governor Alfredo Ramírez Bedolla in which they **announced** their shared commitment to halting avocado exports from illegally deforested land. "They shouldn't have the opportunity to sell those avocados to the United States market," Salazar said.

"The continued sourcing of avocados from deforested land by these companies is in defiance of the public statements of Mexican and U.S. officials and shows a serious disregard for the well-being of local communities and the environment," said Wilkinson. "Calavo Growers, Fresh Del Monte Produce, Mission Produce and West Pak can play a critical role in ending deforestation by the avocado industry by ending their sourcing from illegally deforested land."

Examples of Avocado Sourcing from Orchards on Deforested Lands

containing deforested land. Government records indicate that, as with all conversion of forests to avocado orchards over the past two decades in Michoacán, the deforestation in these orchards was illegal. These purchases are inconsistent with the companies' public commitments to ensuring the sustainability of their supply chains.

Calavo Growers

"Sustainability is embedded in all of our decision-making processes, whether they occur within our packing, distribution and manufacturing operations or extend to our individual growers and suppliers from whom we source."

— Calavo Growers, "Sustainability." ¹

Calavo Growers sourced avocados from the orchard outlined below in December 2023.²



Calavo Growers sourced avocados from the orchard outlined below in November 2023.³



Calavo Growers sourced avocados from the orchard outlined below in May 2023, and March 2024.⁴



Fresh Del Monte Produce

laws, regulations, and standards and adopt and implement the best practices that protect the environment."

-Fresh Del Monte, "Vendors and Growers." ⁵

"At Fresh Del Monte, sustainability isn't just a word, it's woven into every fiber of our business."

-Fresh Del Monte, "Our Approach." ⁶

Fresh Del Monte sourced avocados from the orchard outlined below in March and April 2024.⁷



Fresh Del Monte sourced avocados from the orchard outlined below in December 2023 and February 2024.8



Fresh Del Monte sourced avocados from the orchard outlined below on in September 2023.9



8/21



Mission Produce

"Our industry faces numerous environmental challenges, such as climate change, water scarcity, soil erosion, and biodiversity loss. So, we take meaningful action to minimize our operational impact on the environment and respond to opportunities to take care of communities in which we operate."

–Mission Produce "The Journey of a Sustainable Avocado." 10

Mission Produce sourced avocados from the orchard outlined below in November 2023. 11





Mission Produce sourced avocados from the orchard outlined below in August and November 2023. 12





West Pak

"Our Mission[:] To bring delicious, healthy, sustainable, and responsibly sourced avocados to consumers around the world."

—West Pak Avocado "Company Overview." 13

West Pak purchased from the orchard outlined below in January 2024. 14 The orchard was among those flagged in our November 2023 report. 15





West Pak purchased from the orchard outlined below in March and April 2024. 16



West Pak purchased from the orchard outlined below in November and December 2023. ¹⁷ The orchard was among those flagged in our November 2023 report. ¹⁸



West Pak purchased from the orchard outlined below in March and April 2024. 19



Full List of Examples

The following tables provide a full list of the 60 examples, identified by Climate Rights International and Guardián Forestal, of orchards that were deforested—apparently illegally—and that supplied the four companies between May 2023 and April 2024. In most cases, the company purchased from the orchard on more than one occasion during the one-year period. Each orchard is identified by its official registration number. The date included in the table refers to the most recent of these transactions.

Calavo Growers

HUE08161070336	April 17, 2024	_
HUE08160096109	March 23, 2024	
HUE08160660973	March 19, 2024	
HUE08160825241	February 9, 2024	
HUE08160826641	February 2, 2024	
HUE08161070410	December 27, 2023	
HUE08160794632	November 21, 2023	
HUE08160190829	November 29, 2023	
HUE08160826643	November 6, 2023	
HUE08160754226	November 1, 2023	
HUE08160440117	October 2, 2023	
HUE08160850504	September 27, 2023	
HUE08160640433	September 11, 2023	
HUE08160940057	September 5, 2023	
HUE08160971155	August 17, 2023	
	→	

Fresh Del Monte

HUE08161070336	April 5, 2024
HUE08160826463	February 23, 2024
HUE08160795116	February 7, 2024
HUE08160971677	November 25, 2023
HUE08160870594	October 16, 2023
HUE08160972039	September 22, 2023
HUE08160870484	September 21, 2023
HUE08160010356	September 5, 2023
HUE08161070373	September 4, 2023
HUE08160837633	September 2, 2023
HUE08160795222	August 29, 2023
HUE08160826989	August 23, 2023
HUE08160971990	August 23, 2023
HUE08160826723	August 23, 2023
HUE08160837618	August 4, 2023

Mission Produce

HUE08161070708	January 23, 2024
HUE08160530568	January 13, 2024
HUE08160530573	January 13, 2024
HUE08160490979	December 30, 2023
HUE08160190925	December 30, 2023
HUE08160096126	December 8, 2023
HUE08160190977	November 29, 2023
HUE08160530668	November 23, 2023
HUE08160583115	November 15, 2023
HUE08160794810	November 14, 2023
HUE08160971155	November 14, 2023
HUE08160912780	November 10, 2023
HUE08160850504	November 1, 2023
HUE08160220258	October 20, 2023
HUE08161070379	August 24, 2023

West Pak

HUE08161070708	April 11, 2024
HUE08161070572	April 8, 2024
HUE08161070490	April 5, 2024
HUE08160490820	February 15, 2024
HUE08160490979	January 16, 2024
HUE08160010416	December 29, 2023
HUE08160490766	December 6, 2023
HUE08160826565	December 1, 2023
HUE08160825724	November 30, 2023
HUE08160490328	November 6, 2023
HUE08160826941	October 26, 2023
HUE08160971674	October 17, 2023
HUE08160900946	September 23, 2023
HUE08160826671	September 22, 2023
HUE08160490665	April 24, 2023

Methodology

Public Government Information to obtain the government polygon maps of all orchards in Mexico certified to export to the United States. The maps were provided in by Mexico's National Service of Health, Food Safety and Quality (SENASICA) in response to transparency law request 330028323000032. Climate Rights International also obtained government shipping records for these orchards—called "Harvest Registration forms" (Bitácora de Cosecha, BICO)—from SENASICA in response to transparency law request number 330028323000180. These BICO records accompany each shipment of avocados that is ultimately destined for U.S. export from the orchard to the packinghouse where it is packaged for export. The BICO record lists the official registration number of the orchard of origin (beginning with HUE0816 for Michoacán orchards) and the packinghouse destination.

By comparing the registration numbers associated with the polygon maps of export-certified orchards with the registration numbers in BICO records of shipments, Guardián Forestal and Climate Rights International were able to identify instances of orchards containing lands that were deforested–apparently illegally–and that supplied major companies in 2023 and the first trimester of 2024.

Guardián Forestal used its deforestation alert system, which integrates alerts developed with proprietary algorithms, alerts on forest cover change and vegetation disturbances from Global Land Analysis and Discovery (GLAD) and satellite image base maps from the Norwegian International Climate and Forest Initiative (NICFI).

Climate Rights International analyzed and confirmed the results using the polygon maps of the orchards (provided in KMZ and KML format) on Google Earth Pro, which allows the viewer to review sequences of satellite images of the same pieces of land over time. The Google Earth images reproduced here are from the providers Airbus, Maxar Technologies, CNES, and Landsat/Copernicus.

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Chips, Dip, and a Side of Deforestation? U.S. Agricultural Trade and Deforestation Policy Beyond Avocados

Mark Agerton, Julia Mezentseva, and James E. Sayre

U.S. lawmakers have raised concerns about Mexican avocado imports and their environmental impacts, particularly deforestation. We analyze recent patterns in deforestation in Mexico and discuss the scope and potential challenges of proposals to reduce forest loss. Examining policies in the United States and Europe, we explore both supply- and demandside approaches to agricultural trade and deforestation more broadly, as well as the potential effects of those policies on U.S. and Californian producers and consumers.

On February 7, 2024, a group of U.S. senators addressed a letter to Secretary of State Antony Blinken, U.S. Trade Representative Katherine Tai, and Secretary of Agriculture Thomas Vilsack, expressing their concerns about the environmental and social impacts of avocado imports from Mexico. The letter highlighted reports of illegal deforestation and unsustainable water use in Michoacán and Jalisco, the states that supply avocados to the U.S. market. Citing environmental degradation, the senators proposed using the pre-existing regulatory framework to additionally certify that avocados do not come from formerly deforested areas. They wrote that the Biden administration "should consider expanding the certification requirement" to review deforestation impacts, but that "because most Mexican avocado orchards are not on recently deforested land, the administration could implement policy changes without significantly reducing U.S. consumers' access to avocados or harming the livelihood of law-abiding avocado farmers."

The senators' letter comes at a time when reducing deforestation driven by agriculture is increasingly a policy priority, as the impacts of deforestation are not only local but also global. Deforestation can reduce biodiversity and impact ecosystems, degrade soils, lead to soil erosion, and increase the risks of flooding. In some areas, deforestation may bring humans into closer proximity to wildlife and zoonotic diseases, increasing the likelihood of pandemics. On a global level, forests store carbon. Deforestation releases this stored carbon directly into the atmosphere and reduces the planet's ability to sequester carbon dioxide, thereby contributing to climate change.

From 1990 to 2020, Latin America has experienced some of the worst deforestation globally. Total forest area in Latin American countries has declined by 9% according to the United Nations Food and Agriculture Organization (FAO). The Amazon rainforest has lost 36% of its forest cover according to some estimates. From 2000 to 2023, Mexico lost roughly 10% of its forest cover. With this backdrop, much attention has been focused on the role avocado production plays in deforestation in Mexico. After all, Mexico is the birthplace of the fruit, and the avocado is Mexico's largest agricultural export by value.

The United States is the largest global consumer of avocados, with roughly 3 billion pounds consumed in 2023. It is also one of the largest consumers of Mexican avocados, representing 80% of its exports and representing 42% of Mexico's total production. Based on our analysis of the U.S. Department of Agriculture's Agricultural Marketing Service (USDA AMS) data, between 2018–2022, Mexican avocados com-

posed 78% of total U.S. consumption, while domestically grown avocados from California, where deforestation risks are minimal, represented roughly 12%. Given how tightly linked U.S. consumption is with Mexican production, a natural question is whether U.S. demand has contributed to forest loss in Mexico. This makes avocados an important case study for U.S. trade policy on deforestation.

The United States started allowing imports of Mexican avocados in some capacity in 1997, and Mexican exports of the fruit have grown apace. In that year, Mexico exported 115 million pounds of avocados, representing less than 4% of the country's production. Over the coming years, total Mexican production more than tripled from 1.7 billion pounds in 1997 to 5.8 billion pounds in 2023. In 2023, U.S. imports of avocados from Mexico totaled nearly 2.5 billion pounds, according to the USDA's Foreign Agricultural Service (FAS). Even though the United States now imports large quantities of Mexican avocados, the U.S. restrictions on avocado imports act as trade barriers and limit avocado imports from Mexico.

The process to apply for export certification for an avocado orchard is costly, and the USDA Animal and Plant Health Inspection Service (APHIS) and its Mexican counterpart, the National Service of Agro-Alimentary Health, Safety and Quality (SENASICA), closely monitor the avocado orchards allowed to sell to the United States. The list of USDA APHIS import requirements for avocados is detailed. These requirements include semi-annual surveys by USDA and SENASICA inspectors, strict sourcing and transportation requirements, and

regulations on packing and exporting facilities. Failing to meet these standards can result in noncompliance and decertification.

Despite the USDA APHIS requirements, current bilateral agreements on avocado imports do not account for deforestation, as the aforementioned senators have recommended. The senators base their proposal on a report on avocado-driven deforestation by Climate Rights International (CRI), which documents export-oriented avocado orchards in Mexico linked to illegal deforestation. The same report argues for the feasibility of such standards, noting that some Mexican agencies have called for similar measures.

While the policy may be feasible, its potential implementation is facilitated in large part by the close monitoring of exporting orchards by both the USDA APHIS and SENASICA. Avocado deforestation has been well-studied by groups like CRI because of these export certification requirements, which collect data on exporting orchards as part of the monitoring process. That said, adding deforestation standards to the list of import requirements for avocados may not substantially alter the trajectory of Mexican deforestation.

First, even if stringent deforestation

orchards, production can be reshuffled so that avocados produced in older orchards go to the United States, and avocados associated with recent deforestation go elsewhere or are consumed domestically. While the United States consumes 42% of all Mexican avocados, the remainder are not monitored. Such reshuffling would be a form of leakage. Leakage happens when environmental regulations only lead to a reshuffling of regulated activities from more regulated settings to less regulated ones—not the direct reductions that regulation is supposed to cause. As in other settings, the potential for leakage implies that even with stringent regulation on U.S. avocado imports, increases in U.S. demand may still drive deforestation. Second, a focus solely on export-oriented avocados ignores other crops produced in Mexico. Compared to avocados, other crops in Mexico are less strictly regulated, and the potential to monitor deforestation associated with their production is lower.

To provide evidence on these points, we analyze Mexican deforestation data using the Hansen Global Forest Change (GFC) dataset. The GFC dataset estimates gross annual losses in forest cover between 2000 and 2023 using satellite-derived observations.

Although widely used to monitor deforestation, the GFC dataset has requirements are placed on exporting Figure 1. Deforestation Rates by Mexican Municipality From 2000 to 2023 ≥30 % 15 % 0 % Source: Authors' calculations based on the Hansen GFC dataset. Available at: https://bit.ly/3zW16HD.

some limitations. It does not distinguish between natural and man-made losses of forest and does not capture reforestation. The dataset is also subject to measurement error inherent in any remotely sensed data product. Therefore, estimates of forest loss from the GFC data should be interpreted as likely upper bounds on the true amount of human-caused deforestation.

In Figure 1, we calculate Mexico's municipal deforestation rates from 2000 to 2023. The highest rates (exceeding 30% in some cases) occur in the Yucatán Peninsula's rainforest areas, the eastern states of Tamaulipas and Veracruz, Baja California, and coastal sections of Guerrero. Some municipalities in the avocado-growing regions of Jalisco and Michoacán appear to have high deforestation rates: The most deforested municipalities have lost more than 22% of their forest cover, while the median municipality in both states lost less than 2%.

We then analyze forest losses across all municipalities that produce export-oriented fruit-bearing perennial crops: avocados, mangoes, coffee, bananas, and lemons. Further, we distinguish between avocado-growing municipalities that export to the United States and those that do not (which includes those who may export to other countries in addition to those who only sell domestically). Our analysis captures total forest loss in the municipalities producing each crop. This means that other crops could actually be the ones grown on deforested lands in the municipality. It also means that we double-count forest losses when municipalities grow more than one of these crops.

Figure 2 illustrates the forest cover loss (in millions of acres) for the Mexican municipalities growing each crop from 2000-2023. Overall, in terms of total forest loss in acres and percentage of total forest lost, avocados are associated with less deforestation at the municipality level compared to other crops in Figure 2. Taking a weighted average across growing municipalities (where we weight each municipality by its share of Mexican production for each crop in 2022), municipalities growing avocados have lost 6.5% of their forest cover. Average losses in avocado-growing municipalities are less than the country-wide average of 10%, and also less than the weighted average in banana-growing municipalities, which have lost more than 11% of their forest cover. When we differentiate between avocado-growing municipalities that export to the United States versus ones that do not, we find higher deforestation rates in U.S. exporting municipalities (around 7% versus 4%). Even though U.S.-exporting municipalities have lost fewer acres of forest, the losses represent a larger share of their forest cover, which had fewer forested acres initially in 2000.

Our analysis shows that tackling Mexican deforestation means expanding policy beyond U.S. export-oriented avocado orchards. Avocado production destined for the United States may have displaced production for domestic markets, potentially increasing the demand for new land for avocados elsewhere. This kind of deforestation leakage would not be halted by restricting U.S. imports from deforested lands. Even stringent deforestation regulations on avocados will not prevent deforestation associated with other crops, many of which are linked to higher average forest cover loss.

Deforestation Policy on the Rise

Responding to concerns about deforestation linked to agricultural imports, the European Union (EU) has discussed initiatives to achieve deforestation-free supply chains for commodities like beef, cocoa, coffee, and palm oil. The UK has held similar conversations via their Forest, Agriculture and Commodity Trade (FACT)

program. Such proposals have faced criticism. Affected trade partners have expressed concerns about their sovereignty and the ability for these proposals to serve as blatant trade barriers.

These concerns have not gone unchallenged on the international stage. A recent ruling by the World Trade Organization (WTO) highlighted the complexities of balancing environmental standards against trade rights. The WTO adjudicated on a complaint by Malaysia against the EU's decision to declassify palm oil-based biodiesel as renewable due to deforestation concerns. The panel mostly sided with the EU, illustrating that while such measures can withstand legal scrutiny, they must comply with international trade laws and not act primarily as trade barriers.

U.S. Policy Responses

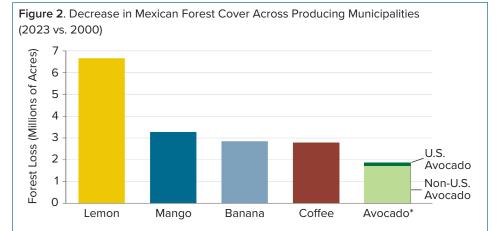
On the domestic front, the Biden administration released Executive Order 14072 in April 2023. The order commits to actions such as taking stock of forest cover, spending more on wildfire mitigation, and developing policies for reforestation. Responding to the executive order, the State Department released two reports in April 2023. The first addresses U.S. involvement in the purchase of agricultural commodities that contribute to deforestation. It discusses the feasibility of potential

policies and steps to address leakage. The second report addresses policy instruments to reduce global deforestation. These include incorporating deforestation policy into foreign aid and multilateral and bilateral trade agreements.

In November 2023, the Senate reintroduced the FOREST Act. The act would combat illegal deforestation by prohibiting the importation of products made from commodities produced on formerly deforested land. In contrast with the State Department reports, the act targets specific commodities such as palm oil, cattle, cocoa, and rubber. It authorizes the U.S. Trade Representative to annually update the list of targeted commodities.

Economics of Deforestation Policies

Potential policies to address deforestation are a mix of demand-side policies that increase the costs of importing crops associated with deforestation, and supply-side policies that incentivize the preservation of forests. Demand-side policies like trade restrictions face two unique challenges. First, importing countries need to be able to determine which products are associated with deforestation. This requires tracking and certifying products through entire supply-chains. The example of Mexican avocado imports



Source: Authors' calculations based on the Hansen GFC dataset.

Note: Bar height represents total forest loss from 2000–2023 in all municipalities that grow a given crop. *U.S. Avocado=municipalities that export avocados to the United States; Non-U.S. Avocado=municipalities that produce avocados either for export to other countries or to sell domestically.

shows that while possible, this is also costly, and it requires officials to closely monitor exporting orchards. Similar policies for other crops would likely lead to increased costs for U.S. consumers. Further, since regulation tends to increase fixed costs, it could lead to consolidation of producers.

Second, as discussed previously, demand-side deforestation policies face the issue of leakage. In the worst case, increased demand for deforested products could be met by reshuffling existing production, clearing more forests, and sending deforested production to destinations without regulation. The underlying causal relationships can be complex. For example, the recent work of Domínguez-Iino shows that while recently deforested lands in the Amazon are used for cattle ranching, cattle ranching itself is being displaced by soybean production, some of which goes towards incremental U.S. biofuel demands. To sum up, more important than whether U.S. imports come directly from deforested lands, is whether a trading partner's total acreage of forests is rising or falling—and the degree to which additional exports to the U.S. are causing deforestation.

Supply-side policies like payments for ecosystem services and foreign assistance that reduce the opportunity cost of preserving forests face their own challenges. For example, it is hard to ensure additionality—in other words, that payments actually cause decreases in deforestation that would otherwise occur.

Recent work by Harstad proposes an approach that circumvents some of the challenges associated with demand-side deforestation trade policy. Under Harstad's approach, an importing country can impose tariffs based on an exporter's change in the total forest acreage. This avoids issues associated with tracing supply chains, leakage, and focusing on

some kinds of deforestation but not others. Similarly, Hsiao has shown that careful import trade policy can effectively combat deforestation and substitute for domestic deforestation policy in producing countries. These approaches highlight the principle that policy should target the broad problem—deforestation—and not a smaller subset, such as exports of avocados to the United States grown on deforested lands. Illustrating this point, we find that deforestation in U.S. avocado-exporting municipalities is only 1.4% of total Mexican deforestation from 2000-2023.

Implications for Californians

Insofar as demand-side or supply-side deforestation policies reduce the supply of avocado imports to the United States—or any other agricultural imports, for that matter—deforestation policies will raise prices for U.S. producers and consumers. California producers, who grow the same crops as foreign producers on parcels of land largely without pre-existing forest cover, would stand to benefit. In a sense, deforestation policies may bring imports in line with domestic sustainability standards. However, policies that certify imports as deforestation-free may also act as attributes that increase consumers' willingness-to-pay for sustainable goods. U.S. retailers and importers have taken an interest in ensuring that their supply chain is deforestation free. This requires costly monitoring. Federal monitoring could replace these efforts and lower costs for individual firms while maintaining a consistent standard.

The costs of demand-side policies could vary widely. Demanding certification processes on individual commodities would raise fixed costs and barriers to entry, leaving out small farmers from export markets. Stringent requirements for the remainder of the supply chain would raise variable

costs. If certification processes are violated, this could even result in import bans of commodities, which could hurt California agricultural intermediaries, who often source their supply from California as well as Mexico and other countries. Simple demand-side policies—such as Harstad's proposed deforestation tariff—may have lower implementation costs and could help overcome issues like leakage. Ultimately, economics advocates for achieving greater environmental benefits—less deforestation—at the lowest cost to both U.S. consumers and producers.

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For additional information, the authors recommend:

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U.S. Embassy Statement by Ambassador Ken Salazar

We are moving forward so that avocados that go to the United States do not come from illegal orchards to combat deforestation

Ciudad Juárez, Chihuahua, September 20, 2024 – I recognize the commitment of the government of Michoacán to combat illegal avocado orchards destined for the United States and, with it, advance efforts against deforestation and climate change.

Through the Decree for Certification against Deforestation and the voluntary Pro-Forest Avocado certification, more than 148 thousand hectares of avocado orchards will be part of this initiative. In this way, it must be possible to ensure that avocados exported to the United States do not come from illegal orchards or deforested areas. We look forward to seeing rigorous implementation of this program.

This initiative will also serve for local producers to contribute to conservation and to remedy environmental damage. The participation of the Association of Avocado Producers and Packers Exporters of Mexico (APEAM) is crucial in this work.

This fact reflects the shared goals between our governments on various issues, since it was one of the points that we agreed to advance with the authorities of the Government of Mexico and state governments, such as the Secretary of Agriculture Víctor Manuel Villalobos and Governor Alfredo Ramírez Bedolla.

I recognize the work of farmworkers for North American food security and reaffirm our commitment to continue working with our partners in Mexico to protect the planet, combat climate change, and promote environmentally responsible practices.

* * * *



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NEWS / SUSTAINABILITY

Ambassador touts progress against avocado-linked deforestation in Mexico



Avocados

(Photo: Andrii, Adobe Stock)

By TOM KARST September



U.S. Ambassador to Mexico Ken Salazar says a voluntary certification program will help ensure that Michoacán avocados exported to the U.S. do not come from illegal orchards or from deforested areas.

In an online statement Sept. 20, Salazar said the Michoacán government is working to prevent illegal avocado orchards from shipping fruit to the U.S.

"Through the Decree for Certification against Deforestation and the voluntary Pro-Forest Avocado certification, more than 148,000 hectares of avocado orchards will be part of this initiative," Salazar said. "In this way, it should be possible to guarantee that the avocados exported to the United States do not come from illegal orchards or from deforested areas. We hope to see a rigorous implementation of this program."

Salazar said the initiative will also help local producers contribute to conservation and to remedy environmental damage.

"The participation of the Association of Producers and Packers Exporters of Avocado of Mexico (APEAM) is crucial in this work," he said. "I recognize the work of farmworkers in food security in North America and reaffirm our commitment to continue working with our partners in Mexico to protect the planet, combat climate change and promote environmentally responsible practices," Salazar said.

In April 2024, the Center for Biological Diversity sent a letter to the U.S. State Department and other agencies urging a halt to imports of avocados from deforested land.

"I hope the United States and Mexico can ensure that avocados tied to deforestation in Michoacán aren't hitting the US market, but the devil is in the details," Tanya Sanerib, international legal director at the Center for Biological Diversity, said in a statement. "To protect forests, monarch butterflies and local communities, we need system change, not paper plans. While this announcement might be a step in the right direction, the United States needs to drive environmental protection by setting its own verifiable and demanding standards."

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September 10, 2024

Honorable Mike Levin P.O. Box 2112 Capistrano Beach, CA 92624

Re: Importation of Illegally Deforested Mexican Avocados

Dear Congressman Levin:

It was a pleasure to meet with you at both the recent Del Mar and Solana Beach campaign functions. My concern that I briefly expressed to you revolves around the importation of Mexican avocados from illegally deforested land that is being surreptitiously entered into the food commerce pipeline directly to the United States. I am currently an elected member of the Board of Directors of the California Avocado Commission, however, for purposes of this communication I am not speaking on behalf of the board or the commission.

Presently, Mexican avocados comprise 85-90% of the avocados consumed in the United States. The demand for avocados has created a 3-billion-dollar industry across our country and the demand increases annually. All Mexican avocados sold in the United States are grown and imported from just two states, Michoacán and Jalisco.

The fundamental problem is that forested lands in both Michoacan and Jalisco are being illegally razed, burned and bulldozed, and then planted into avocado orchards. Most of the estimates of the amount of land involved range from 20,000 acres to 70,000 acres. What is the unspoken truth of this situation is that the only organizations with the financial capability to conduct these types of illicit operations are the Mexican drug cartels; indeed, agricultural investment provides the Mexican drug cartels with the means of "laundering" their drug profits.

Michoacán's Secretary of Environment, Alejandro Mendez, recently stated: "In Michoacán right now I think the most sensitive, serious environmental issue is the indiscriminate change of land use for avocado crops, [which] puts at increasing risk our biodiversity, the provision of water, and the forests in this state."

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https://cri.org/reports/us-avocado-sellers-fail-to-end-sourcing-from-illegally-deforested-land-in-mexico/ "US Avocado Sellers Fail to End Sourcing from illegally Deforested Land in Mexico" Climate Rights International, August 2024.

Honorable Mike Levin September 10, 2024 Page 2

Avocado trees consume four-to-five times more water than native fir and pine trees, jeopardizing water availability for the local communities in an already water-scarce region. Water is often diverted from local rivers and streams in the area in order to irrigate avocado orchards. Water theft and uncontrolled use of water by the avocado industry wreak havoc on the local environment and population, as streams dry up and residents do not have enough water for human consumption.

In February of 2024, Ken Salazar, the United States ambassador to Mexico, expressed concern about the proliferation of avocado orchards on illegally deforested land during a visit to Michoacán. Salazar Mexican stated that avocado exporters "shouldn't have the opportunity to sell those avocados to the United States market. Yet, no tangible steps are being taken to avoid this illicit pipeline of avocados into the United States markets.²

What is especially troubling is that domestic packing houses are aware of this illicit trade and have not taken any affirmative action to halt the importation of illicitly grown avocados. In a recent Reuters news article, a detailed investigation tracked illegal grown avocados into the United States, and when the various packing houses in the United States were confronted with this information, they refused to respond.3 Large United States based companies like Calavo and WestPak publicly proclaim that "Sustainability is embedded in all of our decision-making processes, whether they occur within our packing, distribution and manufacturing operations or extend to our individual growers and suppliers from whom we source." Although this public pledge to adhere to sustainable practices is appropriate, it must be more than words on a corporate logo.

Apparent from this process is that Mexico does not have the ability to enforce their own laws and regulations. This unfortunate result is probably a combination of corruption, implicit involvement and drug cartels threats of violence.⁵ Whatever the reason, if the concept of sustainably sourced avocados is to have any basis in fact, we much change the way that avocados are sourced and imported into our domestic food supply.

² Cassandra Garrison, Mexican Avocados Grown on Illegal Orchards Should Not Be Exported to U.S., Ambassador Saya, U.S., NEWS & WORLD REP. (Feb. 26, 2024, 6:13 PM), https://www.usnews.com/news/world/articles/2024-02-26/mexican-avocados-grown-on-illegal-orchards-should-not-be-exported-to-u-s-ambassadorsaysi/:~: text=Michoacan%20state%20is%20the%20only,perfect%20location%20for%20avocado%20farming.

³ https://www.nbcnews.com/news/latino/avocado-demand-us-mexico-deforestation-rcna165334 1/
"Avocado Goldrush Links US Company's with Mexico Deforestation Disaster, August 6, 2024.

Calavo Growers, Inc. 2020 Sustainability Report; Growing a Legacy of Responsibility: West Pak 2020 Sustainability Report, WEST PAK at 51 (Jan. 5, 2022), https://issuu.com/westpakavocado/docs/wpa_sustainability_report_2020_final_pages

⁵ A serious risk': Mexican villagers take on cartel-backed avocado farms as water dries up, EURONEWS (Apr. 24, 2024), https://www.curonews.com/green/2024/04/24/u-serious-risk-mexican-villagers-take-on-cartel-backedavocado-farms-us-water-dries-up. Unholy Guacamole: Deforestation, Water Capture, and Violence Behind Mexico's Avocado Exports to the U.S. and Other Major Markets, CLIMATE RTS. INT'L (Nov. 2023), https://eci.org/reports/unholy-guacamole/.

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It is useless to point out problems if you cannot suggest solutions. It is manifestly apparent that addressing this situation will require legislative and regulatory oversight to stop this illegal deforestation and climatic catastrophe from occurring. My suggestions are as follows:

- Dictate that the United States Department of Agriculture ("USDA") adopt rules and regulations prohibiting imported avocados from illegally deforested lands in both Michocan and Jalisco;
- Implement rules and regulations that require packing and shipping facilities that are based in the United States to verify that imported avocados from Mexico are not from deforested land.
- Urge the USDA to have Mexico enforce their own laws, and to this end, have the USDA United States citizens responsible for overseeing the inspection of these rules and regulations in Mexico prohibiting the importation of avocados from illegally deforested lands.

Thank you for your time and assistance in evaluating this request for assistance. I anticipate that legislative and regulatory action is the only viable solution to address this situation. I would be happy to make myself available to assist in any capacity of this endeavor.

Very Truly Yours,

Robert W. Jackson

RWJ:ba

cc: Nathan Bigley

File