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AUDIT OF
REZCO AGRICOLA, S. DE R.L.
MELON EXPORT PROJECT

Audit Report No. 1-522-90-07
March 29, 1990

AGENCY FOR INTERNATIONAL DEVELOPMENT

U. S. MAILING ADDRESS:
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OFFICE OF THE REGIONAL INSPECTOR GENERAL
AMERICAN EMBASSY
TEGUCIGALPA - HONDURAS

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March 29, 1990

MEMORANDUM

TO: USAID/Honduras, Director, John A. Sanbrailo

FROM: RIG/A/T, Coinage N. Gothard, Jr. Coinage N. Gothard

SUBJECT: Audit of Rezco Agricola, S. de R.L. Melon Export Project Financed Under A.I.D. Project No. 522-0207

This report presents the results of audit of the Rezco Agricola, S. de R.L. (Rezco) Melon Export Project financed under A.I.D. Project No. 522-0207. The draft report was submitted to you for your comments, which has been attached as Appendix 2 to the report. The report contains no recommendations because the project has been terminated and Rezco has ceased operations. However, the audit disclosed that according to an investigation conducted by the United States Department of Agriculture Rezco is entitled to $214,877 from its produce sales agent (Cal-Fruit Suma International). In the Mission comments you agreed that Rezco should enforce its legal remedies against Cal-Fruit. We suggest that the Mission consider providing pertinent information contained in this audit report to Rezco for any possible legal action it might want to take.

I appreciate the cooperation and courtesy extended to my staff during the audit.

Background

On August 31, 1984, USAID/Honduras and the Government of Honduras (GOH) signed project agreement No. 522-0207 to begin an Export Development and Services Project. The purpose of this project was to increase Honduras' nontraditional exports. A.I.D. agreed to provide $23.5 million in loan and grant funds for this project. For its part the GOH agreed to provide $24 million in local currency to provide working capital and investment loans to nontraditional exporters.

The local currencies contributed by the GOH would be generated under the Economic Support Fund (ESF) program. These local currencies were to be

deposited in a revolving fund to be managed by the Central Bank of Honduras.The Central Bank was to use the revolving fund to finance local currency loans made by commercial banks to nontraditional exporters. The Central Bank agreed to guarantee up to 60 percent of the loans made by the commercial banks.

Rezco Agricola, S. de R. L. (Rezco), a beneficiary of project No.522-0207 was a limited liability partnership, incorporated in Honduras in June 1986. Rezco was located in the city of Choluteca and its principal activity was the marketing of agricultural products.

Rezco received its initial funding from two sources: (1) a contribution of $250,000 from its partners to paid-in-capital and (2) two loans made in August 1986 totaling $770,000 from a local commercial bank, the Central American Financing Corporation (FICENSA). FICENSA in turn had received the funding for the loan to Rezco from the Central Bank of Honduras through a rediscount line of credit provided by the USAID/Honduras Export Development and Services Project No. 522-0207. The Central Bank agreed with FICENSA to guarantee up to 60 percent of Rezco's loan repayments.

As part of the project, Rezco signed a technical assistance contract with Shemesh AgroTech, S.A. (Shemesh), a subsidiary of an Israeli company with experience in the production of melons in Central America. In August 1986, Rezco also signed a distribution contract with Cal-Fruit of Los Angeles, California to be its sales agent in the United States.

Rezco began its operations with a specific project to produce and export 260,000 boxes of honeydew melons over a one-year period. The total estimated cost of this project was $1,020,000.

Audit Objectives and Scope

The Office of the Regional Inspector General for Audit, Tegucigalpa (RIG/A/T) conducted an audit of the Rezco Melon Export project financed under A.I.D. project No. 522-0207 in Tegucigalpa, Choluteca, and San Lorenzo in Honduras; and Tampa, Florida; Arlington, Virginia; and Washington, D.C. in the United States. The audit objective was to determine why the Rezco melon project was not profitable and therefore unable to repay its loans to FICENSA.

We interviewed officials of USAID/Honduras, FICENSA, and Rezco and reviewed pertinent records as appropriate. We also gathered information on Rezco's sales, marketing costs, and production expenses.

In order to determine the accuracy of the information that we had obtained we contracted the accounting firm Price Waterhouse to conduct a non-Federal audit of Rezco operations for the period June 30, 1986 to May 31,

1987. The objectives of this non-Federal audit were:

(1) to express an opinion on the financial statements of Rezco as of May 31, 1987,

(2) to determine if Rezco's internal accounting control system was adequate for the purposes of the project,

(3) to determine if Rezco's procurement practices were fair, open, and competitive, including the procurement of the services of Shemesh and Cal-Fruit, and

(4) to determine if Rezco complied with the terms of the contract and applicable laws and regulations.

Additionally we obtained technical opinions and observations on what happened under the project from a ROCAP contractor, who while working for another company, observed the receipt of melons shipped by Rezco to its sales agent (Cal-Fruit) in Florida.

The audit was intermittently performed from August 1987 through November 1989 and covered the period from June 10, 1987 to May 31, 1987. During this period Rezco made net sales of melon for $552,959, incurred cost and expenses of $ 1,092,362 and received two loans totaling $770,000. Our review was limited to the available information provided by USAID/Honduras, FICENSA, and Rezco. Due to the lack of cooperation on the part of Cal-Fruit, the auditors were not able to perform a scheduled review of the transactions between Rezco and Cal-Fruit nor were the auditors able to perform a confirmation of Cal-Fruit's melon sales figures.

The intermittent nature of this audit was due to Cal-Fruit's lack of cooperation and because Rezco filed a complaint against its sales agent, Cal-Fruit, under the Perishable Agricultural Commodities Act and asked the United States Department of Agriculture (USDA) to determine if a fair and reasonable price on its produce was received from the sales agent.[1] The USDA report was transmitted to us on December 15, 1989 and is included in this report as Appendix 1. We performed the audit in accordance with generally accepted government auditing standards.

Results of Audit

The Rezco melon project failed to profitably market melons from Honduras in the United States. As a result, Rezco discontinued operations and was unable to repay its loans to FICENSA. FICENSA's credit committee had

[1] The issuance of our audit report was delayed pending the results of the USDA investigation.

rated this project as a high risk venture because it involved the production, exportation, and merchandising of a perishable product--all of which required a high degree of coordination in order for the project to be successful.

We found that the Rezco project failed because:

(1) The actual number of melons produced was substantially less than the initially projected amount.

(2) The quality of the melons was diminished by improper production, harvesting, cooling and packing techniques. The resulting diminished quality of the melons prevented Rezco from competing effectively in the melon market in the United States.

(3) Rezco's sales agent, Cal-Fruit, failed to exercise reasonable care and diligence in the disposition of the melons. Cal-Fruit did not fulfill its responsibilities in a fair and reasonable manner as required by the Perishable Agricultural Commodities Act.

The contracted accounting firm, Price Waterhouse, issued their audit report on Rezco dated July 29, 1988.[2]

Because Rezco was in the process of closing down its operations at the time of the Price Waterhouse audit, the Price Waterhouse auditors were not able to review sufficient records to form an opinion as to Rezco's operations. In their report Price Waterhouse disclaimed an opinion on the financial statements of Rezco. The Price Waterhouse auditors observed weaknesses in the systems of internal control and procurement. They disclaimed an opinion on those items tested for compliance as well as on untested items.

1. The Project Produced Fewer Melons Than Planned - Rezco had planned to produce and sell 260,000 boxes of melons from two crops. The actual production was only 201,165 boxes or 23 percent short of planned production. And of the melons actually produced 199,874 boxes were sold. The planned melon production level was not attained because of losses due to viruses, insects, and less acreage being planted than originally planned. The failure to meet production and sales plans resulted in a loss of $539,402 for Rezco.

Discussion - Project plans called for planting two crops of honeydew melons on 130 manzanas[3] in order to produce 260,000 boxes of melons. The first crop was to yield 156,000 boxes and the second crop 104,000 boxes. Rezco had budgeted its revenues and expenses based on the expectation of the

[2]See Audit Report No. 1-522-88-17-N.

[3]A measure of land, 1 manzana equals 1.723 acres.

production and export of 260,000 boxes of melons--actual production though was 201,165 boxes with final sales of 199,874 boxes.

Technicians familiar with the production and marketing of highly perishable products told us the farming of products like melon required a perfect timing and coordination of every activity to avoid losses such as those due to decay of the fruit. Rezco's plan and the estimated budget in the project paper were based on the production and sale of 260,000 boxes of melon from the planting of 130 manzanas of land, this level of production and sales did not provide for a spoilage or loss factor.

Fewer melons than planned were produced due to viruses and insects and because only 231 of the projected 260 manzanas were planted. In the first crop, 132 manzanas were planted but only 101 manzanas produced melons because the production of 31 manzanas was lost to viruses and insects. In the second crop, only 99 manzanas were planted mainly because the infected manzanas were not replanted. These production shortages coupled with the fact that the actual selling prices did not meet the projected selling prices resulted in Rezco having net sales of $552,959 as compared to the projected total sales of $1,365,700.

In our opinion, Rezco should have planted sufficient manzanas to produce enough melon to provide for losses due to disease or other causes. Apparently, FICENSA overlooked the need for a provision for losses when it analyzed the project paper.

As of May 31, 1987, Rezco had an accumulated loss of $539,402. In July 1987, FICENSA declared its loans to Rezco due in full which at that time amounted to approximately $846,000 in principal and accrued interest. As a result of the calling of the loan, all of Rezco's fixed assets and remaining inventories of materials and supplies were liquidated with an additional loss to Rezco of approximately $136,000. Rezco discontinued operations on September 30, 1987.

2. The Project Used Improper Quality Control Techniques - The project paper estimated an average selling price of $9.00 per box of melons but the actual price was $7.37 per box. The projected selling price of $9.00 per box was not obtained for the melons because of the their poor quality--poor quality resulting in part from improper production, packing, and shipping techniques.

Rezco's revenues were $325,795 less than initial projections. This decrease is attributable to two main causes:

(1) The sales agent's (Cal-Fruit) mismanagement which according to the USDA report cost Rezco $214,877 in lost revenue.

(2) The poor quality of the melons which resulted ultimately in lower selling prices thereby contributing $110,918 to the loss.

Discussion - According to a specialist in the melon business that we interviewed, in order to be successful in the melon industry a business must be able to produce, pack, and sell the fruit in an efficient and effective manner.

To obtain the best market price for agricultural products, the product must meet the high quality standards of the marketplace. To obtain the highest price for melons in the United States market the melons must be rated as a high U.S. quality grade.

Only 8 of the 29 lots, comprising the 199,874 boxes of melon shipped by Rezco to the United States met the U.S. No. 1 quality grade standards based on inspections performed by the United States Department of Agriculture. Cal-Fruit, Rezco's sales agent in the United States, alleged that the low selling price of the melons was due to poor quality.

Several problems occurred during production, packing, and shipping which diminished the quality of the melons. According to a Shemesh technical advisor the sugar content of the melon produced during the second crop was not sufficient to be up to standard because the melons were harvested green. Melons harvested green also deteriorate quicker in storage. Though Rezco's management agreed that the melons were picked green, they disagreed that this had any effect on the resulting quality of the melons.

Packing problems included storage of the fruit in the open and in containers at improper temperatures. For example in one instance, an entire lot of melon was received by the sales agent with freeze damage in all the containers because the temperature was improperly set. In another instance, improper stacking procedures resulted in crushed boxes which required that the melons be repacked.

To ship the melons to market Rezco worked with two different shipping companies. Although the first company contracted by Rezco provided enough refrigerated containers and positioned them at the melon farm in Choluteca, it went bankrupt. At this point Rezco was required to contract a second shipping company. The second company did not provide enough refrigerated containers necessary for cooling the fruit. Also, the second company's freight cost was higher than the first.

These production, packing, and shipping problems diminished the quality of the melons which, coupled with mismanagement by the sales agent, resulted in a lower selling price for the melons than originally planned. Rezco sold 199,874 boxes of melon at an average price of $7.37 per box instead of the projected $9.00 per box contributing a loss of revenue of $325,795.

3. <u>Rezco's Sales Agent Failed To Exercise Reasonable Care and Diligence in the Disposition of the Produce</u> - Rezco believed it received $7.37 per box of melon instead of its projected $9.00 per box because its sales agent sold

the fruit at less than the prevailing market price. Rezco filed a complaint against its sales agent, Cal-Fruit, with the United States Department of Agriculture (USDA) under the Perishable Agricultural Commodities Act (Act). The USDA determined that the sales agent was liable to Rezco for $214,876.97.

Discussion - In its complaint to the USDA Rezco asked that the sales agent's transactions be reviewed to determine if a fair and reasonable price was received on the exported melons.

USDA investigated the sales agent's records and determined that the sales agent:

(1) failed to exercise reasonable care and diligence in the disposition of produce promptly and in a fair and reasonable manner as required under the Act.

(2) failed to prepare complete and detailed records covering produce received, sales, quantities lost, freight, and any other expenses which are deducted on the account as required under the Act.

(3) failed to provide adequate evidence to support the reasons that were noted in its sales records for credit, returns, rejections, and dumpings of produce as required under the Act.

The $214,877 liability, as determined by the USDA, owed by Cal-Fruit to Rezco, represents approximately 66 percent of the loss in revenue realized when the actual sales price was lower than projected sales price.

The USDA's complete report is presented as Appendix 1.

According to USAID/Honduras, Rezco management chose to assume sole responsibility for marketing and, against technical advice, chose to work with only one marketing company--Cal-Fruit. Again according to USAID/Honduras, the lesson learned is that nobody should tie up their produce with one marketing agent.

We are not making a recommendation on this matter because Rezco has discontinued operations. The Mission complied with our suggestion to solicit advice from the A.I.D./GC on how to resolve the $214,877 liability to Rezco. USAID/Honduras agreed that Rezco should enforce its legal remedies against Cal-Fruit, but pointed out that Rezco does not have the funds to retain U.S. counsel.

Audit of Rezco Agricola, S. de R.L.
Melon Export Project Financed Under
A.I.D. Project No. 522-0207

APPENDICES

REPORT OF PERSONAL INVESTIGATION

UNDER THE

PERISHABLE AGRICULTURAL COMMODITIES ACT

BY

John A. Koller

Complainant: Rezco Agricola, S. De R.L., Tegucigalpa, D.C./Honduras, Central America

Respondent : Norden Fruit Co., Inc and Tiger Inc, a partnership, d/b/a Cal-Fruit Suma International, Philadelphia, Pennsylvania

Subject : PACA File: R-1088, Alleged failure to account truly and correctly and remit net proceeds due for several containers of cantaloupes, honeydews and orange flesh melons arriving between December 19, 1986 and April 29, 1987.

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Complainant requested that this office contact respondent and examine its records to verify respondent's disposition and accounting of several containers of mixed melons arriving between December 19, 1986 and April 29, 1987.

During the period between October 3 and November 9, 1988, this matter was personally investigated at respondent's place of business in Philadelphia, Pennsylvania. The complaint was discussed with Ralph Hackett, administrative director for respondent firm. Records were made available by the firm.

Respondent's records revealed that it received 29 lots of Honduran melons consisting of honeydew, orange flesh and cantaloupe varieties. These lots contained various sizes of melons, which were identified in the respective account sales for each lot. Other than complainant's product, no competing lots were found in respondent's inventory.

An audit was performed on respondent's records to verify the returns and expenses claimed in respondent's final account sales (FAS) issued to complainant. Attached is a comparison of respondent's and audit account sales (AAS).

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It is important to note that the FAS reported by respondent, for each lot, based the gross returns on an average selling price per carton times the quantity of each respective size found in the lot. The quantity of each size was determined upon arrival at destination by a private inspection service or by an expediting service which would qualify the inventory of melons received from complainant. In addition, respondent would claim the cost incurred for this service under either the "Expediting" or "Quality Inspection" description found in the listing of charges for each lot AAS.

The audit determined that before each lot of melons could be shipped from Honduras, the ocean freight charge had to be paid in advance by respondent. The amount of the freight charge to be paid was based on the shipping manifest wired by complainant to respondent when the melons were loaded onto the ocean vessel. The amount paid would be calculated by multiplying the total number of packages shown on the manifest by the per package freight rate. This figure can be found under the "ocean freight" description in the AAS charges for the respective lot in question.

The shipping manifest also provided other pertinent shipping information for respondent. The manifest would indicate how many shipping containers were placed on the vessel along with the total quantity of melons by size placed in each container. This allowed respondent the opportunity to anticipate the volume of melons to arrive in the United States from Honduras once the vessel set sail.

When respondent inspected the containers upon arrival at U.S. ports of call in either Miami or Tampa, Florida, it would identify the same total quantity of packages received as those packages reported on the shipping manifest. However, respondent would find different quantities of packages by size received then what was shown on the shipping manifest. When this occurred, the audit would use the quantities counted by size as reflected in respondent's inventory records. It was determined that the reason for the difference in the shipping manifests counts by size as opposed to respondent's inventory records was that complainant would estimate the quantities by size loaded in the containers.

In the analysis of the sales of the melons for each lot, it was determined that under certain circumstances quantity shortages by size would occur. The reasons for these shortages will be discussed in the following paragraphs.

When the storage manifest quantities were compared with FAS quantities, it was found that respondent's sales did not always reflect the same number of packages sold by size as those packages maintained in the inventory. If a difference in quantities did occur between the FAS and inventory, the AAS would reflect the number of packages by size as shown on the storage manifest.

In another instance, the audit revealed that for certain lots some of the sales of the melons made by respondent to its customers and reported to complainant could not be allowed. The reasons for the disallowed sales will be addressed in the summary for each lot, which can be found in the AAS for the season. However, for the lots that contained sales that were disallowed during the audit, a reduction in the number of verified sales would occur. Therefore, when the AAS would be compared against the storage inventory, shortages in the verified packages sold would be found with respect to size.

As a result of the above noted shortages which were found in the majority of the audited lots, it was necessary to determine the fair market value of the missing packages in respect to size. This was accomplished by calculating an average selling price (ASP) as based on the verified sales of a respective lot. However, for respondent's lot number 723, the audit referred to Florida Market FOB News quotes to determine the fair market value for size 9 and 10 honeydew melons. Since the melons were shipped from respondent's storage facilities in either Tampa or Pompano Beach, Florida, the fair market value of the melons was best reflected by Florida market news quotes.

Once an ASP was determined, this figure was multiplied by the above mentioned missing packages which represented the fair market value for the size in question. This fair market value would be added to the verified sales of the size being audited, which resulted in the gross proceeds as shown in the respective lot AAS.

However, depending on the circumstances behind the shortages found for each size of an audited lot, the ASP would be calculated by a specific method. These particular methods are discussed in the following paragraphs.

AVERAGE SELLING PRICE CALCULATIONS

The following are definitions for the ASP calculation methods used for determining the fair market value of the packages unaccounted for in various lots containing shortages. The ASP methods are listed from "a" to "d", where "a" is most preferred and "d" is the least preferred method used for calculating the fair market value of the size being analyzed. In terms of most preferred and least preferred method, the ASP is based on the availability of sales found by size in the respective lot and as the availability of sales decreased within a size, a specific ASP calculating method would be applied.

a) ASP *1 = Total gross proceeds of audited size divided by verified total packages of the same size, which resulted in the size ASP.

b) ASP *2 = When the verified sales out of an audited size was less than half the total of the quantity reported in the lot inventory, the audit would combine the gross proceeds of the same size from the adjacent previous and subsequent lots with the gross proceeds from the audited size. This would result in a combined total gross proceeds for the three lots of the same size, which would then be divided by the verified total packages sold from the same size of the combined lots. This resulted in ASP *2, which was applied to the lot in question.

c) ASP *3 = If the audit was unable to locate sales in either/or both adjacent lots of the audited lot, when calculating for ASP *2, an ASP *3 would be computed. ASP *3 is the lot average selling price, which is calculated by determining the total verified gross proceeds for the lot and dividing by the respective total verified sold packages.

d) ASP *4 = This ASP was only used for lots 716, 717, and 718 where all verified sales of orange flesh melons were combined and divided by the total quantity packages found sold. The purpose for determining this ASP was due to insufficient sales of orange flesh melons for each lot and the unavailability of USDA fob Market News quotes for orange flesh melons during the period of these sales. ASP *4 was calculated to be $6.005 per package.

Verification of expenses claimed by respondent in its FAS was accomplished by locating the actual invoices it had received from the businesses that rendered the service. For example, when inland freight was incurred, the carrier company hired to provide the transportation issued a billing invoice for the service. Respondent then issued a check for payment of these services and recorded the check information in the payables ledger.

However, the audit discovered that the charges reported in the FAS were not always reflected in the paid payable records in respondent's files. Therefore, the audit only allowed those expenses which were supported by a payable invoice along with evidence of payment issued by respondent. The charges claimed by respondent on the FAS were found to have been either under reported or over reported, depending on the audited lot.

Regarding the verification of inland freight, the following is an explanation of how the audit located and verified these costs. The AAS spread of prices is shown by size, reflect only fob values. However, respondent's FAS reflected unit prices as a gross value which included inland freight. Respondent would deduct from its total gross sales the total inland freight, which would then result in the fob total gross returns.

However, during the audit the delivered sales made by respondent were first located, then the per package freight charge billed to respondent by the carrier was calculated and then deducted from the delivered price given to Cal-Fruit's customers. The purpose of this was so a uniform fob price would be determined to reflect the FOB market for the melons.

The audit determined that respondent was transporting the melons in one of two ways. In one situation, a single lot would be delivered to one or more customers. In another instance, two or more lots would be delivered to one or more customers. In either case, when multiple customers or lots were involved with a shipment, a pro rata freight charge was determined and charged back to the appropriate lot.

When respondent attempted to determine the appropriate freight amount to be deducted for the FAS gross sales for a respective lot, it either charged all the inland freight from a delivery to a single lot or improperly calculated pro rata freight charge to be deducted from each lot that was included on a shipment. For comparison purposes, the audit determined that the total AAS inland freight incurred for the season totaled $127,495.41, leaving a difference of $11,686.84 over charged by respondent.

The main explanation for the difference between the FAS and AAS net results, was due to respondent's failure to use reasonable care and diligence in the overall disposition of the melons from the moment the product arrived in the U.S.

As a result, the audit determined that respondent is liable to complainant for the balance due of $214,876.97 due to its failure to account truly and correctly for fresh and frozen fruits and vegetables shipped in the course of interstate commerce, which is a violation of Section 2 of the Act.

Furthermore, because of the noted discrepancies found in respondent's records regarding the disposition of the melons, it was determined that Cal-Fruit Suma International failed to provide an accurate accounting to complainant. In addition, respondent failed to prepare and maintain full and complete records on all details of such distribution to provide supporting evidence for the accounting, as required by Section 46.23 (b) of the Regulations and Sections 9 of the Act.

Relative to the above cited deficiencies, the following specific violations were also found in respondent's records:

1.) It failed to exercise reasonable care and diligence in the disposition of produce promptly and in a fair and reasonable manner as required by Section 46.29 (a) of the Regulations under the Act.

2.) It failed to prepare complete and detailed records covering produce received, sales, quantities lost, freight and any other expenses which are deducted on the accounting as required by Section 46.29 (a) of the Regulations under the Act.

3.) It failed to provide adequate evidence to support the reasons that were noted in its sales records for credits, returns, rejections and dumpings of produce as required by Sections 46.21, 42.22 and 46.23 of the Regulations under the Act.

Respectfully Submitted,

John A. Koller

APPENDIX 2

UNITED STATES GOVERNMENT

memorandum

DATE: March 12, 1990.

REPLY TO ATTN OF: George A. Wachtenheim, Acting MD

SUBJECT: Draft Audit Report - REZCO Agricola, S. de R.L., Melon Export Project

TO: Coinage Gothard, RIG

We have reviewed the subject draft report and have no comments on the contents. Concerning your suggestion that we solicit advice from the AID/GC on how to resolve the $214,877 liability to REZCO, the Regional Legal Advisor has discussed the availability of legal remedies with GC/LAC and we have provided them with a copy of the RIG report. There is general agreement that REZCO should enforce its legal remedies against Cal-Fruit, but REZCO does not have the funds to retain U.S. counsel.

RGH/ol

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APPENDIX 3

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