

DEPARTMENT OF FOOD AND AGRICULTURE

Pierce's Disease Control Program
1220 N Street
Sacramento, CA 95814
Form 7.104 (Rev. 04/16)

Broker Nursery Compliance Agreement

No. _____

[Pursuant to Food and Agricultural Code Sections 5705, 6045 et seq., 6505, and 6901 et seq.]

Parties:

1. _____ County Agricultural Commissioner ("CAC").

Contact: _____

_____, CA _____

Telephone: _____

Facsimile: _____

2. California Department of Food and Agriculture ("CDFA").

3. Name of Grower: _____
(subsequently referred to as "Broker").

Mailing Address: _____ City: _____ Zip: _____

Physical Location: _____ City: _____ Zip: _____

Background:

Pierce's Disease presents a clear and present danger to a vital industry in the State of California. Movement of the vector, glassy-winged sharpshooter (GWSS), via movement of nursery stock is a possible channel for this vector of Pierce's Disease to move from established locations to new locations.

Pursuant to Article 8 (commencing with Section 6045) of Chapter 9 of Part 1 of Division 4 of the Food and Agricultural Code (Act), CDFA administers a cooperative effort between public entities, which are responsible to contain GWSS and Pierce's Disease. CAC is such a public entity, with additional authority and responsibility conferred by the Food and Agricultural Code Section 6501 et seq. with respect to nursery stock entering CAC's county and also conferred by Food and Agriculture Code Section 9601 et seq. with respect to nursery stock leaving CAC's county.

Pursuant to Food and Agricultural Code Section 5705, either or both CDFA and CAC may enter into Compliance Agreements with Brokers pursuant to statutory standards, as a means of carrying out the statutory responsibilities set out herein above. CAC is willing to permit such movement pursuant to Food and Agricultural Code Section 6045 et seq. and 6901 et seq. if Broker complies with CAC's reasonable time, place, and means restrictions as set forth in this agreement and its attachments. CDFA, in its capacity as administrator of the Pierce's Disease Control Program, enters into this agreement on behalf of destination counties pursuant to Food and Agricultural Code Sections 5705, 6045 et seq. and 6501 et seq.

Broker operates in CAC's jurisdiction and is in the business of Moving nursery stock. Broker may or may not operate within 5 miles of an infestation. However, the Broker wishes to take preventative measures to ensure that it may continue to move its nursery stock into areas not known to be infested. Broker is, therefore, willing to enter into a Compliance Agreement pursuant to Food and Agricultural Code Section 5705.

Agreement:

- A.** Subject to the requirements set out in Exhibit A, CAC will permit Broker to self-execute the Broker Compliance Agreement Requirements, attached as Exhibit A and incorporated into this agreement by reference as if fully set out. These attachments and exhibits checked below are binding:

Attachment #1	GWSS Nursery Shipping Protocols
Attachment #2	Plant Quarantine Manual 454 (http://pi.cdfa.ca.gov/pqm/manual/pdf/454.pdf)
Attachment #3	Plant Quarantine Manual 510 (http://pi.cdfa.ca.gov/pqm/manual/pdf/510.pdf)
Exhibit A:	Broker Compliance Requirements
Exhibit X1:	Program Management Practices for Aerial Spray Treatments
Exhibit X2:	Program Management Practices for Ground/Foliar Spray and Soil Treatments
Exhibit X3:	Program Management Practices for Hazardous Materials Spills

- B.** In exchange for CAC's promise contained in sub-paragraph "A" above, Broker agrees to:
1. Handle, process, and/or move regulated stock in accordance with the Compliance Requirements;
 2. Follow CAC's instructions, whether written or in the form of a verbal communication from an authorized representative, for the use of any and all GWSS permits and certificates; and,
 3. Maintain and make such records, as CAC requires accessible for inspection upon reasonable notice by CAC. These records shall be maintained for a period of the later of two years or the resolution of any outstanding claims;
- C.** Agreement becomes effective on signing and shall remain in effect until canceled by either party on thirty days notice to the other at the address of either appearing above. However, CAC or CDFA may accelerate the notice to immediate for cause, including but not limited to discovery of glassy-winged sharpshooter in Broker stock or Broker's abandonment of the procedures outline in the attached Exhibit A.
- D.** Broker assumes all liability, if any, arising from the manner in which Broker sells, handles or distributes any regulated host material.
- E.** If any provision of this agreement is invalidated the balance of this Agreement's provisions shall continue in full force and effect unless the Agreement is cancelled by CAC or CDFA in accordance with sub-paragraph C.

NOTICE: Any signatory or employee of any signatory who violates the terms of this Compliance Agreement may be subject to civil penalties pursuant to California Food and Agricultural Code Section 5705. Any violation of Sections 3650 through 3660, California Code of Regulations, may result in civil or criminal penalties or both.

Signed in the County of _____ in the State of California on _____.
(date)

Broker, by:

Manager/Owner (print)

(signature)

Telephone: _____

Facsimile: _____

Email Address: _____

CAC, by:

Authorized Representative (print)

(signature)

Approved on:

(date)

CDFA, by:

Authorized Representative (print)

(signature)

Exhibit A

Broker Compliance Requirements

Broker agrees to the following:

1. Shipping Period

Broker may move nursery stock intrastate from the date the compliance agreement is issued, for a period of up to one year or until directed otherwise by the CAC.

2. Restriction on Sources of Regulated Articles

For host material moving to an enforcing county (non-infested or partially infested), Broker shall only purchase plants from sources within the regulated areas under the following condition:

Plant material must come from nurseries with active GWSS Program Regulation (free-from premise) compliance agreements.

Non-host material is exempt from GWSS regulations, as is host material remaining in the regulated (infested) area. However, Broker shall ensure that safeguarding measures are in place to prevent host material from infested premise nurseries from being shipped to enforcing (non-infested) counties or from comingling it with plant material destined to the non-infested areas.

Plants that come from outside the State of California and do not meet the criteria above must be segregated, safeguarded, and not presented for sale until they have been inspected and released by the CAC. Plants may or may not require a treatment.

Broker shall maintain a record of receipt and/or a bill of lading for all plants brokered from all sources for a period of 24 months.

3. Maintain Identity

Broker shall maintain the identity of all plants that originated from sources in regulated areas that are in compliance with provisions found in #2. (i.e. keep non-infested area shipments separate from infested area shipments)

4. Requirements for Intrastate Movement

Broker shall ensure that proper certification (stamp or certificate) accompanies each shipment of plants moved intrastate. This also includes the blue hold tag for host plants and compliance agreement number of the Broker. The Broker is also responsible for pre-notifying destination county offices (via fax or other agreed upon method) 24 hours in advance of the arrival of the shipment.

5. Records

Broker shall maintain records of receipt for all plants moved intrastate and provide such records to the CAC when requested. Broker shall allow the CAC to perform periodic inspections to verify compliance with this provision. Records shall be maintained for a period of 24 months.

6. Infested Nursery Stock

If any plant material originating from Broker is found to be infested with glassy-winged sharpshooter, Broker agrees to immediately discontinue shipments of affected plants until the CAC authorizes Broker to resume shipments. Any evidence of continued GWSS infestation must be reported to the CAC. Appropriate additional activities will be conducted under the direction of the CAC to determine if the pest risk has been mitigated.

7. Training

Broker shall notify CAC when key personnel have changed and ensure that new employees are trained on GWSS protocols and regulations. Broker is responsible for all contractors/subcontractors hired to represent and act of the behalf of said Broker, including merchandisers, trucking companies and their drivers.