

**Nursery Compliance Agreement No. GWSSATP- \_\_\_\_\_**

*[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 Nursery: \_\_\_\_\_  
(subsequently referred to as "Nursery").

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 recognized 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 Food and Agricultural Code Section 6501 et seq. with respect to nursery stock entering CAC's county and also conferred by Food and Agricultural Code Section 6901 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 Nurseries pursuant to statutory standards, as a means of carrying out the statutory responsibilities set out hereinabove. CAC is willing to permit such movement pursuant to Food and Agricultural Code Section 6045 et seq. and 6901 et seq. if Nursery 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.

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

**Agreement:**

- A.** Subject to the monitoring requirements set out in Attachments #1 and #2, CAC will permit Nursery to self-execute the Nursery Compliance Requirements incorporated into this agreement by reference as if fully set out. These attachments and exhibits checked below are binding:

<b>Attachment #1</b>	GWSS Nursery Shipping Protocols
<b>Attachment #2</b>	Nursery Stock Approved Treatment Protocol
<b>Attachment #3</b>	GWSS Nursery Stock Approved Treatment Manual (BMP's)
<b>Attachment #4</b>	Plant Quarantine Manual 454 ( <a href="http://pi.cdfa.ca.gov/pqm/manual/pdf/454.pdf">http://pi.cdfa.ca.gov/pqm/manual/pdf/454.pdf</a> )
<b>Attachment #5</b>	Plant Quarantine Manual 510 ( <a href="http://pi.cdfa.ca.gov/pqm/manual/pdf/510.pdf">http://pi.cdfa.ca.gov/pqm/manual/pdf/510.pdf</a> )
<b>Exhibit X1:</b>	Program Management Practices for Aerial Spray Treatments
<b>Exhibit X2:</b>	Program Management Practices for Ground/Foliar Spray and Soil Treatments
<b>Exhibit X3:</b>	Program Management Practices for Hazardous Materials Spills

- B.** In exchange for CAC's promise contained in sub-paragraph "A" above, Nursery 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 Nursery stock or Nursery's abandonment of the procedures outline in the attached Exhibits.
- D.** Nursery assumes all liability, if any, arising from the manner in which Nursery applies treatments, 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)

\_\_\_\_\_ Nursery, by:

\_\_\_\_\_  
Manager/Owner (print) (signature)

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email Address: \_\_\_\_\_

CAC, by:

\_\_\_\_\_  
Authorized Representative (print) (signature)

**Approved on:**

\_\_\_\_\_  
(date)

CDFA, by:

\_\_\_\_\_  
Authorized Representative (print) (signature)