



## Section 5: Appendix B - Compliance Agreement and Exhibits

Compliance Agreement No: \_\_\_\_\_

### COOPERATIVE \_\_\_\_\_ FRUIT FLY PROJECT COMPLIANCE AGREEMENT

\_\_\_\_\_ COUNTY – CDFA – USDA

*[Pursuant to California Food and Agricultural Code Sections 5701(a), 6321-6323, and California Code of Regulations Section 3 \_\_\_\_\_]*

|  |                          |
|--|--------------------------|
| <b>CDFA/USDA Cooperative</b> _____                                 | <b>Fruit Fly Project</b> |
| _____  |                          |
| _____, CA _____  |                          |
| _____ County Agricultural Commissioners Office (____) ____ - _____ |                          |
| _____ Fruit Fly Project (____) ____ - _____                        |                          |

|  |                       |
|--|-----------------------|
| <b>Establishment Name:</b> _____                       |                       |
| Manager Name: _____                                    |                       |
| Mailing Address - Street: _____ City: _____ Zip: _____ |                       |
| Phone:(____) ____ - ____ Fax:(____) ____ - ____        | E-Mail: _____ @ _____ |
| Thos. Bros: _____                                      | Zone: _____           |
| Cross Street: _____                                    | GPS: _____            |
| Work Vehicle License #: _____                          | Make/Model: _____     |

### PARTIES:

California Department of Food and Agriculture, the United States Department of Agriculture (Animal and Plant Health Inspection Service), and the \_\_\_\_\_ County Agricultural Commissioner, cooperating as the Cooperative \_\_\_\_\_ Fruit Fly Project (subsequently referred to as “Cooperative Fruit Fly Project”)

|   |                               |
|---|-------------------------------|
| Project Officer: _____                              |                               |
| Project Mailing Address - Street or P.O. Box: _____ |                               |
| City: _____   | State: CA Zip Code: _____     |
| Telephone: (____) ____ - ____                       | Facsimile: (____) ____ - ____ |
| E-mail _____ @ cdfa.ca.gov                          |                               |

### Establishment/Business

|  |  |
|--|--|
| Establishment Name: (subsequently referred to as “Establishment”): _____ |  |
| Contact Name: _____  | Mailing Address: _____                       |
| City: _____  | Zip Code: _____                              |
| Phone:(____) ____ - ____   | Fax:(____) ____ - ____ E-mail: _____ @ _____ |



**BACKGROUND:**

Invasive fruit flies present a real and ongoing threat to the agricultural industry and economy of the State of California. Movement of regulated commodities is a recognized channel for the spread of invasive fruit flies from established locations to new locations. The Cooperative Fruit Fly Project is a cooperative effort between public entities that are responsible for containing the movement of invasive fruit flies. Establishment is located within an identified invasive fruit fly quarantine area.

**AGREEMENT:**

- A. The Cooperative Fruit Fly Project will permit your establishment to self-execute the invasive fruit fly quarantine requirements attached as Exhibit(s) \_\_\_\_\_, inclusive and incorporated into this agreement by reference as if fully set out.
- B. In exchange for the Cooperative Fruit Fly Project’s promise contained in sub-paragraph “A” above, Establishment agrees to:
  - 1. Handle, process, and/or move regulated articles in accordance with the invasive fruit fly quarantine requirements;
  - 2. Follow the Cooperative Fruit Fly Project’s instructions, whether written or in the form of a verbal communication from the Project Officer, for the use of any and all invasive fruit fly permits and certificates;
  - 3. Maintain and make such records, as the Cooperative Fruit Fly Project requires accessible for inspection upon reasonable notice by the Cooperative Fruit Fly Project’s Project Officer. 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 30 days notice to the other at the address of either appearing above. However, the Cooperative Fruit Fly Project may accelerate the notice to immediate for cause, including but not limited to discovery of invasive fruit fly life stages in agricultural commodities or Establishment’s abandonment of the procedures outlined in the attached Exhibit(s).
- D. Establishment assumes liability, if any, arising from the manner in which Establishment applies treatments.

**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.

|   |  |
|---|--|
| Signed in the County of _____,<br>in the State of California on ____ / ____ / 200__ |  |
| Establishment, by: _____  | Cooperative Fruit Fly Project, by: _____ |
| Manager/Owner (print name) _____  | Project Officer (print name) _____       |



**In Spanish:**

Convenio de Conformidad No. \_\_\_\_\_

**CONVENIO DE CONFORMIDAD**

**PROYECTO COOPERATIVO DE LA MOSCA DE LA FRUTA**

[Conforme Al Código de Alimentos y Agricultura de California Secciones 5701(a), 6321-6323, y al  
Codigo de Regulaciones de California Sección 3 \_\_\_\_\_ ]

**Direccion del Proyecto:**

**USDA/C DFA Proyecto Cooperativo de la Mosca de la Fruta Invasora**

**Direccion Fisica:** \_\_\_\_\_  
\_\_\_\_\_, CA \_\_\_\_\_

**Oficina del Comisionado de Agricultura del Condado de** \_\_\_\_\_

**Telefono ( ) \_\_\_\_\_ - \_\_\_\_\_**

**Proyecto Cooperativo de la Mosca de la Fruta Telefono ( ) \_\_\_\_\_ - \_\_\_\_\_**

**Nombre del Dueño:** \_\_\_\_\_

**Nombre del Administrador:** \_\_\_\_\_

**Direccion Postal.-Calle:** \_\_\_\_\_ **Ciudad:** \_\_\_\_\_ **Zona Postal** \_\_\_\_\_

**Telefono:** ( ) \_\_\_\_\_ - \_\_\_\_\_ **Fax:** ( ) \_\_\_\_\_ - \_\_\_\_\_ **Correo Electronico:** \_\_\_\_\_@\_\_\_\_\_

**PARTES:**

*El Departamento de Alimentos y Agricultura de California, el Departamento de Agricultura de los Estados Unidos (Servicio de Inspección Sanitaria de Plantas y Animales) y el Comisionado de Agricultura del Condado de Los Angeles, cooperando como el Proyecto Cooperativo de La Mosca de la Fruta Invasora (designado posteriormente como el “Proyecto Cooperativo de la Mosca de la Fruta Invasora”).*

**Oficial del Proyecto:** \_\_\_\_\_

**Dirección Postal del Proyecto-Calle o Apartado Postal:** \_\_\_\_\_

**Ciudad:** \_\_\_\_\_ **Estado:** \_\_\_\_\_ **Zona Postal:** \_\_\_\_\_

**Telefono:** ( ) \_\_\_\_\_ - \_\_\_\_\_ **Fax:** ( ) \_\_\_\_\_ - \_\_\_\_\_ **Correo Electronico:** \_\_\_\_\_@\_\_\_\_\_

**Negocio/Establecimiento**

**Nombre del Establecimiento:**(designado posteriormente como “Establecimiento”)

**Nombre de la Persona Contactada:** \_\_\_\_\_

**Dirección Fisica:** \_\_\_\_\_ **Thos. Bros:** \_\_\_\_\_ **Calle que cruza** \_\_\_\_\_

**Ciudad, Estado, Zona Postal:** \_\_\_\_\_ **Zona:** \_\_\_\_\_ **GPS:** \_\_\_\_\_

**Telefono:** ( ) \_\_\_\_\_ - \_\_\_\_\_ **Fax:** ( ) \_\_\_\_\_ - \_\_\_\_\_ **Correo Electronico:** \_\_\_\_\_@\_\_\_\_\_



**Antecedentes:**

Las moscas de la fruta invasoras presentan una real y seria amenaza en curso a la industria agrícola y a la economía del Estado de California. El movimiento de productos regulados es una reconocida vía para la propagación de moscas de la fruta invasoras, de localidades establecidas a nuevas localidades. El Proyecto Cooperativo de la Mosca de la Fruta Invasora es un esfuerzo cooperativo entre las entidades públicas responsables de contener el movimiento de moscas de la fruta invasoras. Este establecimiento esta localizado dentro de una area identificada de la Cuarentena de la Mosca de la Fruta Invasora.

**Convenio:**

A. El Proyecto Cooperativo de la Mosca de la Fruta Invasora permitirá a su establecimiento la propia ejecución de los requerimientos de la Cuarentena de la Mosca de la Fruta Invasora, agregado como documento fehaciente \_\_\_\_\_ inclusivo e incorporado en este convenio por referencia como se da a conocer completamente.

B. En intercambio por la promesa del Proyecto Cooperativo de la Mosca de la Fruta Invasora, contenida en el sub-paragrapho "A" de arriba, el Establecimiento conviene a:

1. Manejar, procesar y/o mover artículos regulados de acuerdo con los requerimientos de la Cuarentena de la Mosca de la Fruta Invasora.
2. Seguir las instrucciones del Proyecto Cooperativo de la Mosca de la Fruta Invasora ya sea en forma oral ó escrita por parte del oficial del proyecto, para el uso de cualquiera y todos los permisos y certificados de la mosca de la fruta invasora.
3. Mantener y hacer que los expedientes que requiere el Proyecto Cooperativo de la Mosca de la Fruta Invasora sean accesibles para inspección con previa notificación por parte de un oficial del Proyecto cooperativo de la Mosca de la Fruta Invasora. Estos expedientes deberan mantenerse por un periodo de hasta 2 anos o la resolucion de cualquier demanda excepcional.

C. El convenio viene a ser efectivo al momento de firmarse y permanecerá en efecto hasta que sea cancelado por cualquiera de las partes, notificando en 30 dias al otro, en el direccionamiento de cualquiera que aparece arriba. Sin embargo el Proyecto Cooperativo de la Mosca de la Fruta Invasora puede acelerar la noticia inmediata por causa, incluyendo pero no limitado al hallazgo de estadiós de vida de la mosca de la fruta invasora en productos agricolas, ó al abandono por parte del Establecimiento de los procedimientos delineados en el agregado (s) documento fehaciente.

D. El Establecimiento asume la responsabilidad, si la hay, de la manera en la cual el Establecimiento aplica los tratamientos.

AVISO. Cualquier firmante o empleado de cualquier firmante que viole los términos de este Convenio de Conformidad puede ser sujeto a Penas Civiles conforme al Codigo de Alimentos y Agricultura de California sección 5705.

Firmado en el Condado de: \_\_\_\_\_ En el Estado de California el dia \_\_\_\_\_ 2001.

Por el establecimiento: \_\_\_\_\_ Por el Proyecto Cooperativo de la Mosca de la Fruta:

Dueño/Administrador (Nombre)

Oficial del Proyecto (Nombre)



## Exhibits

### Exhibit A: Airlines

1. Safeguard all FFHM upon entry and exit of this establishment. All FFHM shall be secured in plastic bags or closed containers, and disposed of in covered dumpsters to be taken to an approved landfill (this includes culled, rejected and unused FFHM).
2. Purchase and use only commercially grown, fresh FFHM (See Host List) that originated outside the invasive fruit fly quarantine area, or processed FFHM.
3. Allow posters to be displayed on employee bulletin boards.
4. Allow periodic visits by a regulatory officer who will provide updates on Project regulations.

### Exhibit B: Caterers

1. Safeguard all FFHM (See Host List) upon entry and exit of this establishment. All FFHM shall be secured in plastic bags or closed containers, and disposed of in covered dumpsters to be taken to an approved landfill (this includes culled, rejected and unused FFHM).
2. Shall transport FFHM in closed receptacles to the aircraft for the purpose of catering.
3. Purchase and use only commercially grown, fresh FFHM that originated outside the invasive fruit fly quarantine area, or processed FFHM.
4. Allow posters to be displayed on employee bulletin boards.
5. Allow periodic visits by a regulatory officer who will provide updates on Project regulations.

### Exhibit C: Distributors

1. Only commercially grown host material (See Host List) for invasive fruit flies from sources outside the quarantine area, or treated fruit accompanied by Project-approved documentation, may be bought and sold.
  2. Valid receipts, permits, and certificates as required by the project must be presented upon request to Project personnel.
  3. All fruit sold, moved through, or stored in the quarantine area must be protected from exposure to fruit flies by approved Project means.
  4. The process of loading and unloading must be completed within one hour or safeguarding methods approved by the Project must be initiated if the process exceeds this time frame.
  5. All culls and other fruit and vegetable garbage will be tied and bagged in plastic and disposed of in a covered garbage container.
  6. Project personnel will conduct periodic compliance inspections.
  7. Informative material may be posted in public areas in the facility under this compliance agreement.
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### **Exhibit D: Farmers' Markets**

Growing Field Address: \_\_\_\_\_

Name of CFM: \_\_\_\_\_

Types of Crops Grown and Sold: \_\_\_\_\_

Other Farmers' Markets Attended: \_\_\_\_\_

1. All invasive fruit fly host material (See Host List) must be grown outside the quarantine area unless it has undergone a treatment program and is accompanied by proper certification.
2. All invasive fruit fly host material must be safeguarded in plastic bags, kept in screened boxes, or in any manner approved by the Project, prior to entering the quarantine area.
3. Accurate records must be kept of all fruit fly host material transported into the quarantine area, with copies to be filed with the CFM manager and available for review by Project personnel.
4. Once having entered the quarantine area, host materials that have been placed on display for sale, including material that has been safeguarded, must not be removed from the quarantine area. Host material is exempt that has been confined to the interior of the vehicle, in intact containers, under approved safeguard.

### **Exhibit E1: Gardens: Community**

1. Informative materials including maps of the quarantine boundaries will be posted in order to warn gardeners of the hazards of spreading the invasive fruit fly infestation under eradication.
2. Use of all fruits and vegetables will be limited to personal consumption. No sales or gift-based distribution of host materials (See Host List) will be allowed.
3. All culls, and waste derived from host materials will be placed in heavy plastic bags before disposal in a pre-approved manner.
4. No Project-regulated materials may be taken from the quarantine area (See Map of Quarantine Area).
5. Project officers will be allowed access to the site under compliance in order to conduct periodic visits.

### **Exhibit E2: Gardens: Public/Private Gardens**

1. No host fruit (See Host List) grown on the arboretum/garden grounds may be removed without first undergoing a Project-approved treatment or processing.
  2. No fruit fly host material (FFHM) nursery stock with fruit, or which has previously borne fruit, may be removed from the grounds without first undergoing preventative soil drenching with an approved pesticide. All fruit must be stripped prior to treatment.
  3. All regulatory treatments shall be conducted under the supervision of a Project officer.
  4. All employees shall be notified that no FFHM may be removed from the arboretum/garden grounds.
  5. Allow the posting of posters and inform employees of the risks resulting the further spread of the invasive fruit fly infestation.
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6. At next printing update handouts (such as “self-guided walking tour” pamphlets) with an invasive fruit fly precautionary statement regarding the prohibition against picking and removing FFHM from the grounds.
7. Strip all FFHM to a height of at least eight feet that is located in heavily trafficked public access areas in the vicinity of, but not limited to the following designated area(s):

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8. Pick up all fallen FFHM and either place it in closed plastic bags before disposal or compost it at an arboretum/garden location and under conditions specified by Project staff.
9. Post the following designed areas with signs stating “Do Not Pick or Remove The Following Fruits – Invasive Fruit Fly Quarantine Area:”

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10. Allow periodic inspections by Project staff.

#### **Exhibit F: Gift Fruit Package Shippers**

1. Purchase and transport only commercially grown FFHM (See Host List) produced outside the invasive fruit fly quarantine area, for use in “gift packages.”
2. All FFHM contained in “gift packages” shall be properly safeguarded in sealed plastic bags and placed inside a closed container or box PRIOR to entering an invasive fruit fly quarantine area.
3. All culls of and garbage that contains FFHM shall be disposed of by securing in closed plastic bags and placing in covered disposal containers.
4. Allow the posting of invasive fruit fly posters and other project information and materials.
5. Allow periodic inspections by regulatory officers to verify compliance and provide updates on Project regulations.

#### **Exhibit G: Growers**

##### **English Language:**

1. No host materials (See Host List) grown within the quarantine area may be sold or moved out of the area without first undergoing a preventative treatment with an approved bait spray. Other treatments may be approved by regulatory officials (refer to grower regulatory procedures attachment).
  2. All bait treatments will be conducted under the supervision of State or Federal regulatory officers.
  3. Host material being transported may be exposed only for the length of time needed to unload.
-



**Spanish Language: Documento L: Viveros**

1. Todas las especies hospederas de la mosca de la fruta deben ser despojadas de fruta y mantenerse libres de fruta hospedera durante la cuarentena. Plantas hospederas con fruta no deben ser enviadas o vendidas (vea lista de hospederos).
2. Todos los contenedores existentes del vivero que tengan fruta hospedera madura deben ser empapados con un pesticida aprobado por el proyecto, para la larva y crisálida de la mosca de la fruta, y debe ser hecho bajo la supervisión de un oficial Estatal o Federal del proyecto.
3. Todas las plantas que vienen de proveedores fuera del area de cuarentena (vea mapa) deben ser despojadas de material hospedero susceptible en un plazo de 24 horas del recibo. Todas las plantas que vienen de proveedores dentro del area de cuarentena, deben ser despojadas de material hospedero susceptible (fruta, etc.) antes de recibirse.
4. Inspecciones periodicas serán conducidas por oficiales reguladores para verificar convenio con estas estipulaciones.
5. Carteles y otro material informativo puede ser fijado.
6. Cualquier vivero que tenga un convenio de conformidad existente con el Proyecto, seguirá todos los requerimientos, según lo estipulado para todo el material existente del vivero con fruta hospedera no afectada por este documento.

**Exhibit H: Harvesters**

1. Harvest only fruit that has received approved treatment and is certified for movement.
2. Pressure wash equipment used to harvest fruit at a minimum of 30 PSI before removing it from the grove.

**Exhibit I1: Haulers Of Host Material From Within Quarantine**

Name and Address of Receiver(s): \_\_\_\_\_

1. Host material (See Host List) will be delivered only to approved receiver(s).
  2. Material is to be transported directly without stops or diversions.
  3. Truck trailers will either be covered during transport or filled to a level not to exceed 12 inches below the rim of the container.
  4. A logbook with information on the types and amounts of host material and the number and dates of deliveries per establishment, will be maintained, and presented upon request to Project personnel.
  5. Project personnel will be promptly notified in the event of delay or accident.
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### Exhibit I2: Haulers Of Processed Host Material

Name and Address of Receiver(s) \_\_\_\_\_

1. Processed byproducts of regulated materials (See Host List) will be delivered only to approved receivers.
2. No stops or diversions will be allowed between processing plant and receiver(s).
3. Open truck containers will be covered while carrying processed byproducts or filled no higher than 12 inches below the rim of the container.
4. Trailers will be thoroughly cleaned at the destination receiver.
5. Periodic inspections by Project officers will be conducted.
6. A logbook will be maintained including information on type of material, amounts transported, dates, destinations, and number of deliveries per establishment, and presented upon request to Project personnel.
7. In the event of delay or accident, Project personnel will be promptly notified.

### Exhibit J: Landfills

Host materials processed (See Host List)

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Disposal Method \_\_\_\_\_

1. All invasive fruit fly host material must be covered with soil compacted to a minimum of six inches or on a case by case alternative, daily covering every 24 hours sufficient to eliminate pest risk.
  2. Project personnel will be notified if a green waste-recycling program is to be established on site, which will mandate a separate compliance agreement.
  3. Project personnel will conduct periodic visits in order to assure compliance.
  4. This compliance agreement is subject to periodic re-evaluation based upon assessment of pest risk.
-



### **Exhibit K: New Year Observance - Establishments Selling Nursery Stock During A Limited Holiday Period**

1. Nursery stock with host fruit (See Host List) must be safeguarded through [check method(s) to be used]:  
 Temperature Control     Doors     Screening     Air Curtain  
 Plastic Bags     Other method approved by Project staff.
2. Any nursery stock with host fruit not safeguarded will be stripped and undergo a chemical treatment. If the establishment is not a licensed nursery, and cannot accommodate a chemical drenching procedure of the nursery stock, then any host fruit or plant on the premises and not safeguarded will be seized.
3. Only nursery stock grown from outside the quarantine area(s) may be sold and must be accompanied with valid receipts. These receipts must be available for inspection on request.
4. While transiting a quarantine area, all nursery stock must be safeguarded.
5. Any remaining nursery stock with host fruit not sold by: mm—dd—yy will be stripped and undergo a chemical drenching. If the establishment is not a licensed nursery and cannot accommodate a chemical drenching procedure, then any nursery stock with host fruit on the premises that is not safeguarded will be seized.
6. Allow periodic inspections by Project officers to verify compliance.
7. Allow posting of posters and other informative material.

### **Exhibit L: Nurseries**

#### **English Language:**

1. All fruit fly host species (See Host List) are to be stripped of fruit and kept free of host fruit during the quarantine. Host plants with fruit attached are not to be shipped or sold. See host list.
  2. All nursery stock containers, which have ripe host fruit, are to be drenched with a project-approved pesticide for fruit fly larvae and pupae, to be done under the supervision of a State or Federal project officer.
  3. All plants coming from suppliers outside the quarantine area (See Quarantine Map) must be stripped of susceptible host material within 24 hours of receipt. All plants coming from suppliers within the quarantine area must be stripped of susceptible host material (fruit, etc.) prior to receipt.
  4. Regulatory officers will conduct periodic inspections in order to verify compliance with these stipulations.
  5. Posters and other informative material may be posted.
  6. Any nursery that has an existing compliance agreement with the Project will follow all requirements as stipulated for all nursery stock with host fruit not affected by this exhibit.
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**Spanish Language: Documento L: Viveros**

1. Todas las especies hospederas de la mosca de la fruta deben ser despojadas de fruta y mantenerse libres de fruta hospedera durante la cuarentena. Plantas hospederas con fruta no deben ser enviadas o vendidas (vea lista de hospederos).
2. Todos los contenedores existentes del vivero que tengan fruta hospedera madura deben ser empapados con un pesticida aprobado por el proyecto, para la larva y crisálida de la mosca de la fruta, y debe ser hecho bajo la supervisión de un oficial Estatal o Federal del proyecto.
3. Todas las plantas que vienen de proveedores fuera del area de cuarentena (vea mapa) deben ser despojadas de material hospedero susceptible en un plazo de 24 horas del recibo. Todas las plantas que vienen de proveedores dentro del area de cuarentena, deben ser despojadas de material hospedero susceptible (fruta, etc.) antes de recibirse.
4. Inspecciones periodicas serán conducidas por oficiales reguladores para verificar convenio con estas estipulaciones.
5. Carteles y otro material informativo puede ser fijado.
6. Cualquier vivero que tenga un convenio de conformidad existente con el Proyecto, seguirá todos los requerimientos, según lo estipulado para todo el material existente del vivero con fruta hospedera no afectada por este documento.

**Exhibit M1: Packers Inside Quarantine Area**

1. Packing procedures are to be conducted in an enclosed area, with openings secured by screens, air curtains, doors, plastic strips, air curtains, or other means approved by Project personnel.
  2. Host material (See Host List) must be stored in a secured area.
  3. Safeguarding of host material must be done immediately after arrival into the packinghouse, with a minimum of exposure time, sufficient to allow unloading only.
  4. All conveyances, equipment and tools used in association with fruit fly host material must be cleaned of all residues capable of harboring any life stage of an invasive fruit fly, prior to movement from the quarantine zone.
  5. Culls and other remaining host material including fruit must be bagged and placed in the garbage for removal to an approved landfill.
  6. Project personnel are to be notified prior to receipt of host material originating from within the quarantine area. A Limited Permit and/or a Certificate of Bait Treatment must accompany fruit fly host fruits and vegetables.
  7. State and Federal Project personnel will conduct periodic inspections.
  8. Stamps and codes for material to be exported must conform to requirements as stated in the Export Certification section.
-



### **Exhibit M2: Packers Outside Quarantine Area**

1. Immediately upon arrival, host material (See Host List) originating from within the quarantine area must be kept segregated from non-quarantine zone-derived host material.
2. Project personnel must be notified before receipt of host material from within the quarantine zone. A Limited Permit or Master Certificate must accompany the shipment from within the quarantine area.
3. All conveyances, equipment, and tools used to handle or transport fruit fly host material from within the quarantine zone must be segregated from equivalent conveyances, etc., and cleaned of all residues capable of harboring any life stage of an invasive fruit fly.
4. All boxes packed with host material from within the quarantine zone must conform to specifications pertaining to marks and stamps as determined by the Project.
5. Periodic inspections by Project regulatory officers will be allowed in order to verify compliance with these stipulations.

### **Exhibit N1: Processors Inside The Quarantine Area**

1. Processing will occur in an enclosed area, secured by screen, air curtains, plastic strips, doors, or other means approved by Project personnel.
2. Material is to be processed promptly or stored in a secured area under refrigeration apart from host material (See Host List) from outside the quarantine zone.
3. Culls and other unprocessed material are to be bagged or covered and removed to a landfill located within the quarantine area.
4. No diversion of host material such as raw unprocessed host fruit or vegetables may be removed from the quarantine area to a location other than that of a processing plant.
5. Periodic inspections by Project personnel will be allowed in order to verify compliance with these regulations.

### **Exhibit N2: Processors Outside The Quarantine Area**

1. Host fruit fly material (See Host List) is to be processed promptly or stored under refrigeration in an area apart from host material derived from non-quarantine sources.
  2. Culls and other unprocessed parts are to be bagged and placed into garbage receptacles or covered and brought directly to a landfill inside the quarantine area.
  3. No raw host material is to be taken from the processor to a site other than that of another approved processing plant.
  4. Periodic inspections by Project regulatory personnel will be conducted in order to verify compliance with regulations.
-



**Exhibit O: Recyclers**

Host Materials (see Host List) Processed: \_\_\_\_\_

Product: \_\_\_\_\_

Method of Disposal of Waste: \_\_\_\_\_

1. All invasive fruit fly host materials (See Host List) which are received from within a quarantine area must be processed within 24 hours of receipt by composting in a mound or receptacle which assures the maintenance of an internal temperature of at least 114 degrees F. or 44 degrees C.
2. Project personnel will conduct periodic visits in order to assure compliance with the composting conditions.
3. The processor will allow the Project or county personnel to place and service fruit fly traps on the property.
4. All non-composted material not processed with 24 hours of receipt, if the choice is made to divert to a landfill, must notify Project personnel of this intention. Fruit fly materials intended for diversion to a landfill, must be held on-site in tied plastic bags in the interim.
5. Disposition of the final product must be communicated in advance to the Project.
6. Risk evaluation will be conducted and may affect the continuation of this compliance agreement.

**Exhibit P: Swap Meets**

**English Language:**

Name of Swap Meet: \_\_\_\_\_

Address of Swap Meet: \_\_\_\_\_

Swap Meet Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_ Name of Fruit Seller: \_\_\_\_\_

1. Purchases and Sales of invasive fruit fly host material (See Host List) will be restricted to treated or commercial fruit grown outside the quarantine area. Receipts for material offered for sale must be available for inspection on-site by Project personnel.
2. No host fruit or vegetables may be offered for sale unless accompanied by proper certification, including receipt of origin.
3. All commercial sold, moved through, or stored in the quarantine area must be protected from invasive fruit flies, using a Project-approved method of protection, including screens, plastic bags, etc.
4. All culls and other waste of a fruit fly host nature will be bagged, tied, and disposed of in a covered garbage container.
5. Periodic inspections by Project personnel will occur.
6. Informative posters may be placed on display.



**Spanish Language: Documento P: Tianguis**

Nombre del Tianguis: \_\_\_\_\_

Dirección del Tianguis: \_\_\_\_\_

Numero de Teléfono: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Nombre del Vendedor: \_\_\_\_\_

Dirección del Vendedor: \_\_\_\_\_

1. Compras y ventas de material hospedero de moscas de la fruta invasoras serán restringidas, a fruta tratada, o producida comercialmente fuera del area de cuarentena. Los recibos del material ofrecido para la venta deben estar disponibles en el lugar para ser inspeccionados por personal del Proyecto.
2. Ninguna fruta o vegetal hospederos pueden ser ofrecidos a la venta sin ser acompañados por una apropiada certificación, incluyendo el recibo de origen.
3. Todos los productos comerciales vendidos, movidos a traves, o almacenados en el area de cuarentena deben ser protegidos de las moscas de la fruta invasoras, usando un metodo de protección aprobado por el Proyecto, incluyendo mallas, bolsas de plástico, etc.
4. Todos los desechos y otros desperdicios de hospederos de la mosca de la fruta deben ser embolsados, amarrados, y dispuestos en un contenedor de basura cerrado.
5. Inspecciones periodicas por personal del Proyecto serán llevadas a cabo.
6. Carteles informativos deben ser fijados para información.

**Exhibit Q: Transient Loads**

1. The materials covered by these stipulations include all invasive fruit fly host commodities (See Host List), either entering or leaving designated quarantine areas and intended for processing, consumption, or export.
  2. All loads transiting the fruit fly quarantine areas will proceed directly through the area in the most direct route, without stops or diversions.
  3. In the event of an emergency or mechanical breakdown, all trucks will have tarps available to use to cover the load. Driver will immediately notify the Project.
  4. All bins, boxes, and gondolas or other means of conveyance covered under this compliance shall be cleaned of all plant debris at destination.
  5. Any loads found in violation of these terms will be subject to seizure or citation.
  6. All loads destined for export transiting the quarantine area must be in sea containers or closed vans. All ventilation ducts must be covered with 16-gauge mesh or smaller.
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**Exhibit R1: Vendors – Wholesale Or Retail Within The Quarantine**

**English Language:**

All Business Locations: \_\_\_\_\_  
\_\_\_\_\_

1. Fruit fly host material (See Host List) offered for sale will be limited to commercially grown fruit from outside the quarantine area held under conditions of safeguard specified by the Project or treated fruit produced within the quarantine area which has supporting documentation such as proof of origin, treatment, etc., and has been protected from exposure to fruit flies (safeguarded) according to Project requirements.
2. Safeguarded methods, such as screening, enclosed boxes, air curtains, etc. must be pre-approved by Project personnel and applied to all fruit received, moved through, sold, and stored into the quarantine zone.
3. All culls and host material waste will be bagged, tied, and disposed of in covered garbage containers for transport to approved sites for disposal.
4. Periodic inspections by Project personnel will be allowed.
5. Informative materials will be posted.

**Spanish Language : Documento R1: Vendedores de Fruta**

1. Comprar y vender solamente fruta producida comercialmente fuera del area de cuarentena (vea el mapa).
2. Ninguna fruta o vegetal hospedero producidos dentro del area de cuarentena puede ser vendido (vea lista de hospederos).
3. Toda fruta comercial vendida, movida a traves, o almacenada en el area de cuarentena debe ser protegida a la exposición de las moscas de la fruta invasoras.
4. La protección de fruta hospedera debe ser salvaguardada a travez de [revise metodo(s) usado(s)]:

|                        |                              |
|------------------------|------------------------------|
| _____ Puertas          | _____ Control de Temperatura |
| _____ Malla (pantalla) | _____ Bolsas de Plástico     |
| _____ Cortina de Aire  | _____ Otro/Metodo aprobado.  |

5. Todo desecho y otra basura de frutas y vegetales sera embolsada, amarrada y dispuesta en un contenedor de basura tapado.
6. Permita inspecciones periódicas de oficiales del Proyecto para verificar el convenio.
7. Permita la fijación de cartels de la Mosca de la Fruta Invasora y de otro material informativo.



## Exhibit R2: Mobile Vendors

### English Language:

1. Fruit fly host material (See Host List) offered for sale will be limited to commercially grown fruit from outside the quarantine area held under conditions of safeguard specified by the Project or treated fruit produced within the quarantine area which has supporting documentation such as proof of origin, treatment, etc., and has been protected from exposure to fruit flies (safeguarded) according to Project requirements.
2. Safeguarded methods, such as screening, enclosed boxes, air curtains, etc. must be pre-approved by Project personnel and applied to all fruit received, moved through, sold, and stored into the quarantine zone.
3. All culls and host material waste will be bagged, tied, and disposed of in covered garbage containers for transport to approved sites for disposal.
4. Periodic inspections by Project personnel will be allowed.
5. Informative materials will be posted.

Type of Vehicle: \_\_\_\_\_ Color of Vehicle: \_\_\_\_\_ License #: \_\_\_\_\_  
(Type: PU - Pick Up, VA - Van, SE - Sedan, BT - Bed Truck, TE - Trailer)

Anyone Selling or Packaging Un-Safeguarded, Regulated Fruit Within The Quarantine Area is In Violation and is Subject to a \$500 Fine and/or Imprisonment. **In Addition, the Fruit will be subject to immediate seizure/confiscation.**

### Spanish Language: Documento R2: Vendedores Ambulantes

1. El material hospedero de la mosca de la fruta (vea lista de hospederos) ofrecido para la venta deberá ser limitado a fruta producida comercialmente fuera del area de cuarentena y mantenerla salvaguardada, bajo las especificaciones del Proyecto, o fruta tratada producida dentro del area de cuarentena, teniendo como soporte, documentación, tal como prueba de origen, tratamiento, etc., y que haya sido protegida a la exposición de moscas de la fruta (salvaguardada) de acuerdo a los procedimientos del Proyecto.
2. Metodos de protección, tales como mallas, cubrir con plástico, cajas cerradas, etc., deben ser pre-aprobados por personal del Proyecto, y aplicados a toda la fruta recibida, movida a traves, vendida y guardada dentro del area de cuarentena.
3. Todo desecho y otra basura de material hospedero, será enbolsada, amarrada y dispuesta en un contenedor de basura tapado, para ser transportado a lugares aprobados para disposición.
4. Inspecciones periódicas por personal del Proyecto serán permitidas.
5. Materiales informativos seran fijados.

Tipo de vehiculo: \_\_\_\_\_ Color del vehiculo: \_\_\_\_\_ Placas No. \_\_\_\_\_  
(Tipo: PU – Pick Up, VA – Van, SE – Sedan, BT – Bed Truck, TE – Trailer)

Cualquier Persona Que Este Vendiendo O Empacando Sin Ninguna Proteccion, Fruta Regulada Dentro Del Area De Cuarentena, Esta En Violacion Y Es Sujeto A \$500 De Multa Y/O Encarcelamiento. Adicionalmente La Fruta Sera Confiscada Inmediatamente.





### **Exhibit S: Train Stations/Bus Depots**

1. Station management will allow the posting or display of invasive fruit fly information materials in terminals.
2. Station management will allow locked containers / bins (e.g. “amnesty bins”) to be placed in and around terminal areas for voluntary disposal of quarantine material.
3. Station management will allow Project regulatory officers to question and inspect passengers for quarantine material.
4. Porters, baggage handlers, or other employees will not knowingly accept invasive fruit fly host fruits and vegetables for transport. Porters and employees will contact a Project officer at (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_, if they have any questions about host material acceptability.
5. This agreement shall remain in effect until further notice. Violations of any condition may terminate this agreement and requirements may be reevaluated.

### **Exhibit T: Yard Maintenance Workers**

#### **English Language:**

1. All invasive fruit fly host material (FFHM, See Host List) must be disposed of in closed plastic bags (this includes host material mixed in with other materials such as grass clipping and leaf litter)
2. FFHM may not be taken home or given away – they must be hauled by a commercial trash collection agency and/or disposed of in a commercial landfill.
3. The Project must be informed of any changes in storage or disposal of FFHM
4. A Project-issued sticker displaying the compliance agreement number will be placed inside the vehicle on the driver’s side of the windshield, either in the inside, lower left-hand corner or on the inside, below the center rearview mirror.
5. There must be a sticker on each employee vehicle used by the company.
6. Note on the compliance agreement the license number and the make/model of the work vehicle.

#### **Spanish Language: Documento T: Jardineros**

1. Todo el material hospedero de moscas de la fruta invasoras (FFHM) debe depositarse en bolsas de plástico cerradas (esto incluye el material hospedero mezclado con pasto y hojas de plantas).
  2. FFHM no puede ser sacado de las casas o regalado – estos deben ser recojidos por una agencia comercial de recolección de basura y/o depositada en un basurero comercial.
  3. El Proyecto debe ser informado de cualquier cambio en el almacenaje o la disposición de FFHM.
  4. Una calcomanía del proyecto será entregada mostrando el numero de convenio y sera fijada dentro del vehiculo en el parabrisas, del lado del conductor en la parte baja, o detrás del espejo retrovisor.
  5. Debe haber una calcomanía en cada vehiculo usado por los trabajadores de la compañía.
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