

**DEPARTMENT OF FOOD AND AGRICULTURE**

Pierce's Disease Control Program

1220 N Street

Sacramento, CA 95814

Form 7.105 (Rev. 04/16)

**Distribution Center/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 Distribution Center: \_\_\_\_\_  
(subsequently referred to as "Distribution Center").

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 Distribution Centers 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 Distribution Center 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 GWSS, enters into this agreement on behalf of destination counties pursuant to Food and Agricultural Code Sections 5705, 6045 et seq., and 6501 et seq.

Distribution Center operates in CAC's jurisdiction and is in the business of moving nursery stock. Distribution Center operates in a regulated area or is receiving regulated articles from a regulated area. However, the Distribution Center wishes to take preventative measures to insure that it may continue to move its nursery stock into areas not known to be infested. Distribution Center 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 Distribution Center to self-execute the Distribution Center 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:

<b>Attachment #1</b>	GWSS Nursery Shipping Protocols
<b>Attachment #2</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 #3</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 A:</b>	Distribution Center Compliance Requirements
<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, Distribution Center 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 Distribution Center stock or Distribution Center's abandonment of the procedures outlined in the attached Exhibit A.
- D.** Distribution Center assumes all liability, if any, arising from the manner in which Distribution Center 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)

\_\_\_\_\_ Distribution Center, 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**  
**Distribution Center Compliance Requirements**

Distribution Center agrees to the following:

1. Shipping Period

Distribution Center 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), Distribution Center 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, Distribution Center 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 as determined by the CAC.
- Distribution Center shall maintain a record of receipt and/or a bill of lading for all plants purchased from all sources for a period of 24 months.

3. Trapping and Monitoring

Distribution Center shall be trapped at a minimum density of two traps at staging areas. Traps will be monitored by the CAC to ensure the area is free-from GWSS. The staging area traps must not exceed a combined total of three GWSS in a two week period. If this threshold is exceeded, shipping will be suspended to non-infested areas until the problem can be mitigated to the satisfaction of the CAC.

4. Maintain Identity of Plant Material

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

5. Requirements for Intrastate Movement

Distribution Center 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 distribution center. The distribution center 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.

6. Records

Distribution Center shall maintain records of receipt for all plants moved intrastate and provide such records to the CAC upon request. This includes providing records verifying plant origin and destination. Distribution Center shall allow the CAC to perform periodic inspections to verify compliance with this provision. Records shall be maintained for a period of 24 months.

#### 7. Infested Nursery Stock

If any plant material originating from Distribution Center is found to be infested with glassy-winged sharpshooter, Distribution Center agrees to immediately discontinue shipments of affected plants until the CAC authorizes Distribution Center 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.

#### 8. Training

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