



Compliance Agreement for AZDA and CDFA Origin Inspection Agreement No 2023-03 – Nursery Stock

Business Name:

Agreement Number:

Mailing Address:

Location Address:

Email:

Phone Number:

Introduction

Under the following conditions, the California Department of Food and Agriculture (CDFA) through their cooperative partnership with the county agricultural commissioner (CAC) may authorize firms to ship nursery stock, considered a covered commodity, under Arizona’s Administrative Code (A.A.C.) R3-4-203 Plant and Crop Safeguards, Inspection, and Certification, to Arizona in lieu of original certificates attesting to compliance. (Excludes A.C.C. R3-4-220 regulated items -- All species, varieties, or hybrids of the genera *Citrus*, *Eremocitrus*, *Fortunella*, *Poncirus*, and *Microcitrus*.)

Under the Origin Inspection Agreement (OIA) 2023-03 between CDFA and the Arizona Department of Agriculture (AZDA), the business shall be operating under a signed compliance agreement and shall implement all detection, control, exclusion, and enforcement requirements for nursery stock in accordance with:

1. Arizona’s Administrative Code (A.A.C.) R3-4-203

The following requirements shall be met for any shipment of nursery stock destined for Arizona:

1. Immediately before shipping, the business shall inspect the nursery stock shipment to detect any live pests that may be present.

2. When applicable, ensure that shipments of nursery stock are certified in accordance with the Imported Fire Ant Quarantine (7 CFR § 301.81) from those areas of California quarantined for the pest. All shipments must meet all other certification and holding area requirements.

_____ Responsible Party Initials



C. MARKING REQUIREMENTS

Each shipment shall be accompanied with an itemized bill of lading that contains the following:

1. A statement of origin. The minimum requirements are state and county.
2. Name and address of each receiver.
3. Common or botanical names and quantities of plants in the shipment.
4. An approved stamp or self – adhesive label certifying participation in this agreement.

D. BUSINESS CONDITIONS

1. RECORD KEEPING: SHALL MAINTAIN ACCURATE AND COMPLETE RECORDS FOR AT LEAST ONE YEAR OF THE FOLLOWING:

- All nursery stock shipped to Arizona.
- All pesticide treatments or other pest management operations related to nursery stock and growing area grounds.
- Maintain a list of Arizona customers on file, and provide the list to CDFA, CAC or AZDA upon request.

2. TRAINING: SHALL PROVIDE APPROPRIATE PERSONNEL WITH TRAINING ON THE FOLLOWING:

- The stipulations of this compliance agreement.
- Practices and procedures to prevent the introduction and spread of nursery stock pests as described in this agreement.
- Ensure that staff are trained and capable of detecting plant pests.
- Information and images on plant pests of high concern such as scales, whiteflies, aphids, mealybugs, or any other actionable plant pest that may be present in the facility, as provided by CDFA, CAC, and/or AZDA.

3. PEST MANAGEMENT PLAN:

- Arrange that incoming nursery stock will be placed in a holding area where it will be held for inspection by trained personnel.



- Nursery stock may be treated with pesticides as part of the nursery's pest management program, as needed, independent of this compliance agreement.
- All nursery stock will be visually inspected by trained personnel within five days prior to shipment and confirmed free of all live life stages of all plant pests related to R3-4-203.
- Display or provide to appropriate personnel pictures of plant pests of high concern such as scales, whiteflies, aphids, mealybugs, or any other actionable plant pest that may be present in the facility to heighten awareness of the pests, as provided by CDFA, CAC, and/or AZDA.

E RESPONSIBILITIES OF REGULATORY OFFICIALS

The CAC is responsible for the following:

- **Conduct inspections of each approved facility to confirm compliance with the conditions of this agreement.**
- Ensure that authorized business retain bills of lading and certificates that accompany approved commodities for at least one year to facilitate trace-back activity and make them available to CDFA or the AZDA upon request.
- Ensure that the authorized business maintain the identity of the approved nursery stock that meet Arizona's entry requirements for shipment, and that they do not ship comingled commodities or commodities that do not meet Arizona's entry requirements.
- Monitor the reproduction and use of the compliance agreement certificate to be affixed to the outside of each package or to a bill of lading, as a stamp or self-adhesive label, for commodities destined to Arizona.
- Conduct random inspection of plant shipments to assure pest freedom and provide the CDFA or the AZDA with a record of those inspections upon request.
- Provide a copy of [A.A.C. R3-4-203] and relevant documents to the business.

The CDFA is responsible for the following:

- Provide the Arizona Department of Agriculture, Environmental & Plant Services Division (AZDA/EPD) with the names, physical address, and assigned compliance agreement numbers of all approved businesses.
- Immediately notify and provide the AZDA/CAC with the names of businesses whose compliance agreements have been suspended.



F. ENFORCEMENT / SUSPENSION / REVOCATION

This agreement does not preclude the inspection of plants shipped to Arizona under the terms stated above. The detection of a live life state of a regulated plant pest in a shipment shall result in the rejection of the shipment and may result in additional corrective action up to and including suspension from shipping plants to Arizona:

1. The CDFA will be notified of violations by reporting to peinfo@cdfa.ca.gov.
2. The CDFA or CAC shall investigate the violation(s) and consult with the AZDA to determine and implement any corrective action.

Failure to comply with the provisions of this compliance agreement and/or detection of prohibited pests or diseases may result in suspension or revocation of this agreement in accordance with California Food and Agricultural Code Section 5701.

G. COMPLIANCE AGREEMENT TERMS

- The business will allow CDFA, CAC, and AZDA personnel to verify compliance with these requirements when requested.
- The business named in this compliance agreement shall remit an annual fee (\$125) as outlined in California Code of Regulations, Title 3, Section 4603. (g).

County Cost Recovery:

At the discretion of the _____ County Agricultural Commissioner, a fee may be charged for services provided under this agreement.

(California Food and Agricultural Code Sections 5201-5205)



Compliance Agreement Terms – Continued:

The compliance agreement becomes effective when signed and will remain in effect for one calendar year unless rescinded for non-compliance. The terms of the agreement may be revised as necessary. No liability shall attach to the California Department of Food and Agriculture, County Agricultural Commissioner’s Office, or to any representative of the Department with respect to this certificate. The affixing signatures below will validate this agreement. **This agreement expires December 31, 2023.**

Business Representative Print and Sign:

Business Representative Title _____ **Date Signed** _____

County Agricultural Commissioner Representative Print and Sign:

Commissioner Representative Title _____ **Date Signed** _____

<p align="center">CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE</p> <p align="center">1220 N STREET SACRAMENTO, CA 95814</p> <p align="center">Arizona – CALIFORNIA Origin Inspection Agreement Nursery Stock OIA NO. OIA 2023-03</p> <p align="center">Regulated nursery stock in this shipment originated from California and has been exempted from required R3-4-203 regulatory stipulations and complies with Arizona’s entry requirements.</p> <p align="center">EXPIRATION DATE: DECEMBER 31, 2023 </p>
