



CALIFORNIA DEPARTMENT OF
FOOD & AGRICULTURE

Karen Ross, Secretary

June 3, 2025

Dear California Processing Tomato Growers and Handlers:

The California Department of Food and Agriculture (CDFA) Broomrape Program (Program) was formed to protect California's processing tomato industry from the growing threat of broomrape. The Program works in collaboration with the Broomrape Board (Board), California industry representatives, researchers, and county agricultural commissioners. The Board is made up of growers, processors, and industry representatives that understand the impacts of branched broomrape.

The Board's strategic plan is to prevent the spread of branched broomrape while keeping the industry profitable and productive by improving detection, sharing information, supporting science-based protocols, investing in research, and implementing policies and resources that work for tomato growers and processors. The long-term vision is simple: a strong tomato industry where branched broomrape is managed and has limited economic impact.

After months of discussion and industry feedback, the Board has endorsed implementation of voluntary compliance agreements for 2025. These agreements mark a shift from past approaches and give growers and processors a practical framework for managing risk. It moves from a county-by-county approach to a uniform, statewide plan with industry input. The expectation is that full, formal implementation, with CDFA sign-off, will begin in 2026.

This new approach replaces blanket quarantines from earlier years. In the past, a field with broomrape meant hold orders, no harvest in infested areas, and case-by-case reviews. Under the new compliance agreement, growers can harvest from high-risk fields if they follow clear, science-based mitigations designed to prevent the spread of broomrape. It's a more workable system that still protects areas currently free of the pest.

Implementing the compliance agreements for the 2025 season will be voluntary because planting is already underway and this is the first year for the Program. The compliance agreements will not be signed by CDFA this year, but they set the foundation for an official rollout next year. Compliance agreements signed by all parties (i.e. grower, processor, and transporter) will ensure uninterrupted harvest even in high-risk fields. Without this agreement, a grower's ability to harvest is at risk, as their field can be placed under a hold order if branched broomrape is found.



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Broomrape isn't going away, and the Board's approach reflects that reality. Whether you're already impacted by it or trying to keep it off your farm, these agreements will help the entire industry move forward in a uniform, predictable and safe manner.

If you have questions or comments, please email Broomrape_Program@cdfa.ca.gov . You can also reach out to the California Tomato Growers Association at (916-925-0225) or the California Tomato Research Institute at (530-405-9469).

Attached for your reference are the Compliance Agreements and Designated Zone map.


Thank you,

Nicholas

Condos

Nick Condos

Broomrape Board Liaison

 Digitally signed by Nicholas
Condos
Date: 2025.05.20 11:26:05
-07'00'

Cc: Victoria Hornbaker, Director, Plant Health and Pest Prevention Services
Michelle Dennis, Branch Chief
David Kratville, Environmental Program Manager I

BROOMRAPE PROGRAM COMPLIANCE AGREEMENT

_____ County Agricultural Commissioner / California Department of Food and Agriculture

Pursuant to California Food and Agriculture Code Section 5705

_____ County Agricultural Commissioner's Office

Street Address:			
City:		Zip:	
Contact:			
Phone:	()	Fax:	()

Compliance Agreement No: _____

Establishment Name:			
Owner / Manager Name:			
Mailing Address:			
	City:		Zip:
Physical Address:			
	City:		Zip:
X St.			GPS:
Phone:	()	Fax:	()
E-Mail:			

PARTIES TO THIS AGREEMENT

Broomrape Program (subsequently referred to as the "Program"):

The California Department of Food and Agriculture (CDFA), the _____ County Agricultural Commissioner, and the Broomrape Board cooperating as the Broomrape Program.

Business/Establishment (subsequently referred to as the "Establishment"): For Exhibit G1 and G2, the Establishment is either the landlord, tenant, or lessor that is in control of the farming operations of a processing tomato growing premise for the current crop year. For Exhibit T1 and T2 the Establishment is the trucking/transportation business that transports harvested processing tomatoes from a processing tomato growing premise to a processing facility. For Exhibit P1 and P2 the Establishment is the processing facility that receives harvested processing tomatoes from a processing tomato growing premise

Establishment Name:

Contact Name (print):

BACKGROUND:

The pest known as Broomrape (*Orobanche* sp.) presents a real and ongoing threat to the agricultural industry, environment, and economy of the State of California. Movement of soil, plant material, and equipment is a recognized pathway for the spread of Broomrape from infested areas to new locations. The Broomrape Program is a cooperative effort between CDFA, county agricultural commissioners, and the Broomrape Board to detect; mitigate the movement; and, contain the spread of Broomrape to non-infested areas.

DEFINITIONS: In addition to terms defined further below, certain additional terms are defined as follows:

“High Risk Premises” means all or a portion of any processing tomato growing property owned, leased, or under the control of Establishment that is (i) known to be infested with Broomrape via an official sample collected and identified by the Program; or (ii) not known to be infested but may have been exposed to Broomrape.

“Non-Infested Processing Tomato Field” means all or a portion of any property owned, leased, or under the control of Establishment that is being used to grow processing tomatoes AND is not known to be infested with Broomrape.

“Person Authorized by Establishment” means any unaccompanied person knowingly allowed and authorized by Establishment to access a High Risk Premise or Non-Infested Processing Tomato Field.

“Equipment” includes, but is not limited, machinery such as trucks, trailers, harvesters, tractors, and farming implements.

“Transporter” means a business entity, it’s employees, and sub-contractors that transport harvested processing tomatoes from the growing origin to a processing facility.

“MOT” means material other than tomatoes such as extraneous dirt, leaves, and detached stems.

“Designated Zone” means an entire county if there are five to ten High Risk Premises located within a five mile radius; or, an entire county and all contiguous counties if there are ten or more High Risk Premises located within a ten mile radius.

AGREEMENT:

A. The Program will permit your Establishment to self-execute the Broomrape Program requirements attached as Exhibits checked below, inclusive and incorporated into this agreement by reference as if fully set out. The exhibits checked below are binding:

<input type="checkbox"/>	Exhibit G1:	Grower High Risk Premise
<input type="checkbox"/>	Exhibit G2:	Grower – Non-infested Processing Tomato Field
<input type="checkbox"/>	Exhibit T1:	Transporter High Risk Premise
<input type="checkbox"/>	Exhibit T2:	Transporter – Non-infested Processing Tomato Field
<input type="checkbox"/>	Exhibit P1:	Processor High Risk Premise
<input type="checkbox"/>	Exhibit P2:	Processor Non-infested Processing Tomato Field

B. In consideration for the Program’s covenants contained in Paragraph “A” above, the Establishment agrees to do the following:

1. Handle, process, and/or move soil, plant material, footwear, and Equipment in accordance with the Exhibit(s) checked above;
2. Acknowledge and abide by the Definitions and terms described above;
2. Follow the Program's instructions regarding the use of certificates; and
3. Maintain and make such records, as the Program requires, accessible for inspection upon reasonable notice by the Program Officer. These records shall be maintained for a period of the later of 2 years or the resolution of any outstanding claims.

C. This Agreement is effective upon the mutual execution of the parties hereto and shall remain in effect until terminated by either party on 30 days' written notice sent to the non-terminating party to the addresses set forth above. However, the Program may accelerate the termination notice to immediate for cause, including but not limited to the Establishment's failure to comply with the requirements outlined in the attached Exhibit(s) and described in Paragraph B above.

D. Establishment assumes liability, if any, arising from the manner in which Establishment implements the Exhibit (s) requirements.

E. Sensitive and confidential information, such as the presence and location of a pest on private property, is covered by CDFA's Information Privacy Policy. High Risk Premise coordinates shall only be used and maintained by the Program to verify Establishment's compliance with the requirements of Exhibit G1.

NOTICE: Any signatory, employee of any signatory, or subcontractor of any signatory who violates the terms of this Compliance Agreement and attached Exhibits may be subject to civil penalties pursuant to California Food and Agricultural Code Section 5705.

Signed in the County of _____ in the State of California on ____ / ____ / ____	
Establishment:	<i>print name</i>
Manager/Owner:	<i>signature</i>
Program Officer: (CDFA/County)	<i>signature</i>

Exhibit G1 Grower - High Risk Premise

REQUIREMENTS FOR THE MOVEMENT OF PLANT MATERIAL and EQUIPMENT OUT OF A HIGH RISK PREMISE

1. No soil or plant debris, except MOT in a gondola, shall be moved from a High Risk Premise.
2. Harvested tomato fruit shall only be transported to a Processing Facility operating under Exhibit P1.
3. Harvested tomato fruit shall only be transported by a Transporter operating under Exhibit T1
4. All equipment authorized by Establishment to enter a High Risk Premise shall be cleaned free of soil and plants material prior to moving out of the High Risk Premise(s). See Broomrape Board recommended guidelines [Home | Branched Broomrape](#)
5. An area shall be designated for equipment entering and exiting a High Risk Premise .
6. All persons authorized by Establishment to enter a High Risk Premise(s) shall be trained in Broomrape identification and the Establishment shall report the exact location of suspect broomrape plants to the Program within 48 hours of detection.
7. Establishment shall remove suspect broomrape plants upon detection.
8. Suspect broomrape plants must be solarized on site or on a premise under direct control of Establishment prior to disposal. See Broomrape Board recommended guidelines ([Home | Branched Broomrape](#)).
9. All persons authorized by Establishment to enter a High Risk Premise shall use single use, disposable footwear coverings or clean footwear of all soil and plant material. See Broomrape Board recommended guidelines ([Home | Branched Broomrape](#))
10. A Field Management program shall be implemented for the control of broomrape. See Broomrape Board recommended guidelines ([Home | Branched Broomrape](#))
11. Notify Program 48 hours prior to planting or harvesting in a High Risk Premise at Broomrape_Program@cdfa.ca.gov.
12. The Program will be allowed access to a High Risk Premise with 48 hour advanced notification in order to verify compliance with these requirements.

High Risk Premise coordinates: list the county site ID coordinates of all separate High Risk Premises under control of Establishment

Printed name (Owner/Manager)

Signature

Date

Printed name (Program Officer)

Signature

Date

Failure to comply with stipulations outlined above may result in civil penalties pursuant to California Food and Agricultural Code Section 5705 and/or revocation of this Agreement.

Exhibit P1 Processing Facility: High Risk Premise

REQUIREMENTS FOR RECEIVING PLANT MATERIAL AND EQUIPMENT OUT OF A HIGH- RISK PREMISE

1. No soil or plant material, except MOT in a gondola, shall be moved from a High- Risk Premise.
2. Harvested tomato fruit shall only be received from a High- Risk premise if the grower is operating under Exhibit G1.
3. Harvested tomato fruit shall only be received from a High-Risk premise if the transporter is operating under Exhibit T1
4. Establishment shall be in compliance with Waste Discharge Requirements.
5. Field crews shall be trained in broomrape identification and sanitation protocols
6. All personnel involved in Yard Management shall be trained in the following provisions.
7. Trucks and trailers arriving from a High- Risk premise shall be cleaned prior to leaving the facility. See Broomrape Board recommended guidelines ([Home | Branched Broomrape](#))
8. Dedicated trailers shall be used to transport harvested tomato fruit from a High Risk premise. Dedicated trailers shall not be dispatched to non-infested fields for the duration of harvest at a High Risk Premise.
9. Trailer numbers transporting from high-risk premises shall be maintained and provided to the Program upon request.
10. The Program shall be allowed access to the processing facility yard with 48 hours advanced notification in order to verify compliance with these requirements.

SPECIAL INSTRUCTIONS: _____

Printed name (Owner/Manager)

Signature

Date

Printed name (Program Officer)

Signature

Date

**Exhibit T1
Transporter:High-Risk Premise**

**REQUIREMENTS FOR TRANSPORTING
HARVESTED TOMATO FRUIT OUT OF A HIGH RISK PREMISE**

1. No soil, except MOT in a gondola, shall be moved from a High-Risk Premise.
2. Harvested tomato fruit shall only be transported from a High-Risk Premise if the grower is operating under Exhibit G1.
3. Harvested tomato fruit shall only be transported from a High-Risk Premise if the processing facility is operating under Exhibit P1
4. Dedicated trailers shall only be used for a High-Risk Premise.
5. The most direct route from a High-Risk Premise to the processing facility must be used.
6. Trucks used to transport harvested tomato fruit from a High-Risk Premise shall be cleaned prior to exiting the processing facility. See Broomrape Board recommended guidelines ([Home | Branched Broomrape](#))
7. Establishment shall require it's subcontractors to operate in compliance with the requirements of this Exhibit.

SPECIAL INSTRUCTIONS: _____

Printed name (Owner/Manager)

Signature

Date

Printed name (Program Officer)

Signature

Date

Failure to comply with stipulations outlined above may result in civil penalties pursuant to California Food and Agricultural Code Section 5705 and/or revocation of this Agreement.

Exhibit G2
Grower: Non-Infested Processing Tomato Field

**REQUIREMENTS FOR THE
MOVEMENT OF HARVESTED TOMATO FRUIT and EQUIPMENT FROM A NON-INFESTED
FIELD**

1. Harvested tomato fruit from a non-infested field may only be transported to a processing facility operating under Exhibit P2.
2. Harvested tomato fruit from a non-infested field may only be transported by a Transporter operating under Exhibit T2.
3. All persons authorized by Establishment to enter a non-infested processing tomato field shall be trained in broomrape identification and sanitation guidelines. See Broomrape Board recommended guidelines ([Home | Branched Broomrape](#))
4. All suspect broomrape plants shall be brought to the attention of the Program within 48 hours of detection by Establishment or persons authorized by Establishment to enter a non-infested processing tomato field.
5. All equipment authorized by Establishment to enter a non-infested processing tomato field shall be cleaned free of soil and plant material prior to being transported out of a Designated Zone ([Designated Zone Map](#)). See Broomrape Board recommended guidelines ([Home | Branched Broomrape](#))
6. The Establishment shall verify that Processor and Transporter are on the list of Establishments under compliance agreement prior to harvest. See list of Establishments (link under construction).

SPECIAL INSTRUCTIONS: _____

Printed name (Owner/Manager)

Signature

Date

Printed name (Program Officer)

Signature

Date

Failure to comply with stipulations outlined above may result in civil penalties pursuant to California Food and Agricultural Code Section 5705 and/or revocation of this Agreement.

Exhibit P2 Processing Facility: Non-Infested Processing Tomato Field

REQUIREMENTS FOR RECEIVING HARVESTED TOMATO FRUIT FROM A NON-INFESTED FIELD

1. Harvested tomato fruit shall only be received from a non-infested field if the Grower is operating under Exhibit G2
2. Harvested tomato fruit shall only be accepted if the Transporter is operating under Exhibit T2.
3. Trucks and trailers transporting harvested tomato fruit from a non-infested field outside of a Designated Zone ([Designated Zone Map](#)) shall be cleaned free of soil and plant material prior to exiting the processing facility except when returning to the same non-infested field. See Broomrape Board recommended guidelines ([Home | Branched Broomrape](#))
4. Trucks and trailers transporting harvested tomato fruit from a non-infested field inside a Designated Zone shall be cleaned free of soil and plant material prior to exiting the Designated Zone.
5. Establishment shall be in compliance with Waste Discharge Requirements.
6. Harvesting machinery, including subcontractor custom harvesting machinery, shall be cleaned free of soil and plant material prior to movement out of a Designated Zone . See Broomrape Board recommended guidelines ([Home | Branched Broomrape](#)) .
7. Field crews shall be trained in broomrape identification and sanitation protocols.
8. The growing location of suspect broomrape plants shall be brought to the attention of the Program within 48 hours of detection.
9. The Establishment shall verify that Grower and Transporter are on the Broomrape Board list of Establishments under compliance agreement prior to harvest. See Establishment list (link under construction)
10. The Program shall be allowed to access to the processing facility yard with 48 hours advance notification in order to verify compliance with these requirements.

SPECIAL INSTRUCTIONS: _____

Printed name (Owner/Manager)

Signature

Date

Printed name (Program Officer)

Signature

Date

Failure to comply with stipulations outlined above may result in civil penalties pursuant to California Food and Agricultural Code Section 5705 and/or revocation of this Agreement.

Exhibit T2
Transporter: Non-Infested Processing Tomato Field
REQUIREMENTS FOR TRANSPORTING
HARVESTED TOMATO FRUIT FROM NON-INFESTED FIELDS

1. Harvested tomato fruit shall only be transported from a non-infested field if the Grower is operating under Exhibit G2
2. Harvested tomato fruit shall only be transported to the Processing facility if the Processor is operating under Exhibit P2.
3. Trucks and trailers transporting harvested tomato fruit from a non-infested field inside a Designated Zone ([Designated Zone Map](#)) shall be cleaned free of soil and plant material prior to movement out of a Designated Zone. See Broomrape Board recommended guidelines ([Home | Branched Broomrape](#)).
4. Trucks and trailers transporting harvested tomato fruit from a non-infested field outside of a Designated Zone shall be cleaned prior to exiting processing facility except when returning to the same non-infested field. See Broomrape Board recommended guidelines ([Home | Branched Broomrape](#)).
5. Establishment shall require subcontractors to adhere to the requirements of this Exhibit.
6. The Establishment shall verify that the Grower and Processing facility are on the list of Establishments under compliance agreement prior to transporting. See Establishment list (link under construction).

SPECIAL INSTRUCTIONS: _____

Printed name (Owner/Manager)

Signature

Date

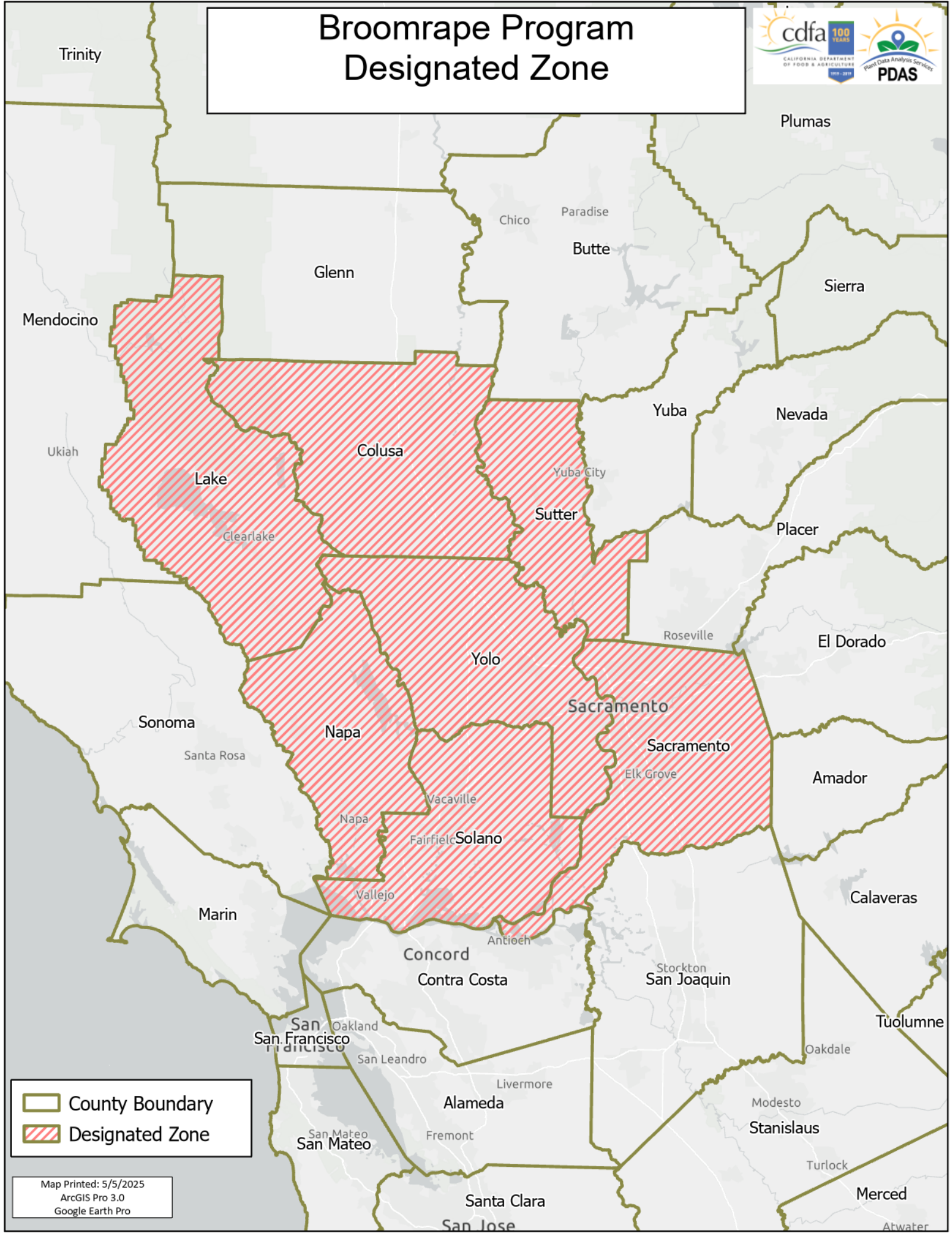
Printed name (Program Officer)


Signature


Date

Failure to comply with stipulations outlined above may result in civil penalties pursuant to California Food and Agricultural Code Section 5705 and/or revocation of this Agreement.

Broomrape Program Designated Zone



 County Boundary

 Designated Zone

Map Printed: 5/5/2025
ArcGIS Pro 3.0
Google Earth Pro