

Broomrape Compliance Agreement Instructions for Growers

STEP 1: List all applicable county locations in the underlined section highlighted below. For example, if you have field sites in Yolo and Solano counties you would list both counties.

BROOMRAPE PROGRAM COMPLIANCE AGREEMENT

Yolo, Solano County Agricultural Commissioner / California Department of Food and
Agriculture

Pursuant to California Food and Agriculture Code Section 5705

California Department of Food and Agriculture's Broomrape Program

Street Address:	1220 N Street, Room 214		
City:	Sacramento	Zip:	95814
Contact:	Katie Filippini, Environmental Program Manager I		
	Phone:	(916) 262-1102	Email: Broomrape_Program@cdfa.ca.gov

STEP 2: Fill in the compliance agreement number. The format of this number is BR (Broomrape Program)-Processor PTAB number-Your Grower PTAB number (add zeros to the front to get to 4 digits) Example:

Compliance Agreement No: BR-57-0123 (See Instructions)

Broomrape Compliance Agreement

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Processor PTAB Numbers:

PROCESSOR	CODE
Campbell Soup Supply Co.	04
Jain Farm Fresh (Cascade)	72
Cebro Frozen Foods	62
ConAgra Foods Inc.	16
BC Foods	35
Escalon Premier Brands	09
Ingomar Packing Co.	18
J.G. Boswell Co. -Kern	57
J.G. Boswell Co. -Kings	58
Los Gatos Tomato Products	26
Martin Farms	29
Valley Sun	38
Morning Star-Los Banos	40
Morning Star-Liberty	37
Morning Star-Williams	39
Pacific Coast Producer	21
San Benito Foods	20
Stanislaus Food Products	23
Toma Tek, Inc.	36
Traina Foods	32

Grower PTAB Number:

How to find your grower PTAB #:

You can call your processor

OR

You can contact the California Tomato Grower's Association office and they can assist you:

916-925-0225

info@ctga.org

STEP 3: Fill out your establishment name, owner/manager name, mailing address, and contact information. Field locations (physical address, city, zip, GPS info, X St) will be reported directly to your contracted processor in 2026 and do not need to be included on the form.

Establishment Name:	<i>John Smith Farming, LLC.</i>		
Owner / Manager Name:	<i>John Smith</i>		
Mailing Address:	<i>1234 Tomato Street</i>		
	City:	<i>Woodland</i>	Zip: <i>95776</i>
Physical Address:	Report field location to contracted processor		
	City:		Zip:
X St.			GPS:
Phone:	<i>(530) 123-4567</i>	Fax:	<i>(530) 999-1234</i>
E-Mail:	<i>Tomatos@redsauce.com</i>		

Broomrape Compliance Agreement

Instructions for Growers

STEP 4: Fill in Establishment Name and Establishment Contact Name.

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 field 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 field(s) 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:

John Smith Farming, LLC.

Contact Name (print):

John Smith

STEP 5: Check the box for the appropriate Exhibit(s) you will operate under.

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

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STEP 6: Fill out county, date, print name, and sign.

Signed in the County of <u>Yolo</u> in the State of California on <u>4 / 9 / 2026</u>	
Establishment:	<i>print name John Smith</i>
Manager/Owner:	<i>Signature John Smith</i>
Program Officer: (CDFA/County)	<small>**CDFA/County will not be countersigning with Growers or Transporters (G1, G2, T1, T2) for the 2026 season.</small>

STEP 7: Attached Exhibit(s) you checked in Step 5.

You're done! Please direct any questions about this process to:

Broomrape_Program@cdfa.ca.gov

The following pages are intended
as an example Broomrape
Compliance Agreement Packet
for the 2026 growing season.

BROOMRAPE PROGRAM COMPLIANCE AGREEMENT

Yolo, Solano County Agricultural Commissioner / California Department of Food and Agriculture

Pursuant to California Food and Agriculture Code Section 5705

California Department of Food and Agriculture's Broomrape Program

Street Address:	1220 N Street, Room 214		
City:	Sacramento	Zip:	95814
Contact:	Katie Filippini, Environmental Program Manager I		
Phone:	(916) 262-1102	Email:	Broomrape_Program@cdfa.ca.gov

Compliance Agreement No: BR-57-0123 (See Instructions)

Establishment Name:	John Smith Farming, LLC.		
Owner / Manager Name:	John Smith		
Mailing Address:	1234 Tomato Street		
	City:	Woodland	Zip: 95776
Physical Address:	Report field location(s) to contracted processor		
	City:		Zip:
X St.		GPS:	
Phone:	(530) 123-4567	Fax:	(530) 999-1234
E-Mail:	Tomatos@email.com		

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 field 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

field(s) 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:

John Smith Farming, LLC.

Contact Name (print):

John Smith

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, contain the spread of Broomrape to Low-Risk Processing Tomato Field(s), and develop long-term management solutions in High-Risk Processing Tomato Field(s).

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

“High-Risk Processing Tomato Field(s)” 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 suspected to be infested; or (ii) not known to be infested but may have been exposed to Broomrape.

“Low-Risk 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 Processing Tomato Field or Low-Risk Processing Tomato Field.

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

“Transporter” means a business entity, its 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 Processing Tomato Field(s) located within a five-mile radius; or an entire county and all contiguous counties if there are ten or more High-Risk Processing Tomato Field(s) 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 checked="" type="checkbox"/>	Exhibit G1:	Grower – High-Risk Processing Tomato Field
<input checked="" type="checkbox"/>	Exhibit G2	Grower – Low-Risk Processing Tomato Field
<input type="checkbox"/>	Exhibit T1:	Transporter – High-Risk Processing Tomato Field
<input type="checkbox"/>	Exhibit T2:	Transporter – Low-Risk Processing Tomato Field

<input type="checkbox"/>	Exhibit P1:	Processor – High-Risk Processing Tomato Field
<input type="checkbox"/>	Exhibit P2:	Processor – Low-Risk 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;
 3. Follow the Program’s instructions regarding the use of certificates; and
 4. 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 Processing Tomato Field 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 <u>Yolo</u> in the State of California on <u>4 / 9 / 2026</u>	
Establishment:	<i>print name John Smith</i>
Manager/Owner:	<i>Signature John Smith</i>
Program Officer: (CDFA/County)	<i>**CDFA/County will not be countersigning with Growers or Transporters (G1, G2, T1, T2) for the 2026 season.</i>

Exhibit G1: Grower–High-Risk Processing Tomato Field

1. Harvested tomato fruit from a high-risk processing tomato field shall only be transported by a transporter operating under a compliance agreement with the Broomrape Program.
2. Harvested tomato fruit from a high-risk processing tomato field shall only be transported to a processing facility operating under a compliance agreement with the Broomrape Program.
3. A Field Management program shall be implemented for the control of broomrape, which includes management plans for pre-transplant, growing season, and post-harvest. See Broomrape Board recommended guidelines for examples.
4. With the exception of MOT in a gondola, all Equipment authorized by establishment to enter a high-risk processing tomato field shall be cleaned reasonably free of soil and plant debris prior to moving equipment out of high-risk processing tomato field(s). See Broomrape Board recommended guidelines for examples.
5. An area shall be designated for equipment entering and exiting a high-risk processing tomato field and included in the field management plan.
6. All persons authorized by the Establishment to enter a high-risk processing tomato field(s) shall be trained in broomrape identification, and the Establishment shall report the exact location of the first suspect broomrape plants of the season to the contracted processor(s) for that location immediately upon detection. In the event the detection is outside of the Designated Zone, the establishment shall also notify the Program immediately. ([Designated Zone Map](#))
7. Establishment shall use the Broomrape Board recommended Growing Degree Day Model (See Broomrape Board Recommended Guidelines to access tool) to develop a scouting and rogueing plan to remove suspect broomrape plants. This plan shall be included within the field management plan. If at any time the Establishment deems that it is infeasible to harvest a processing tomato field(s) due to broomrape, the Establishment must notify the Program and contracted processor(s) and terminate the crop within 7 days of notification in accordance with Broomrape Board recommended guidelines.
8. Suspect broomrape plants removed by the establishment must be disposed of in accordance with field management plan and the Broomrape Board recommended guidelines.
9. All persons authorized by Establishment to enter a high-risk processing tomato field shall clean footwear of all soil and plant debris before exiting processing tomato field(s). See the Broomrape Board recommended guidelines.
10. The establishment shall notify their contracted processor(s) 48 hours prior to planting or harvesting in a high-risk processing tomato field.

11. The Program shall be allowed access to a high-risk processing tomato field with 48 hour advanced notification in order to verify compliance with these requirements.
12. All required notifications to the Program and questions about this exhibit shall be made to the Program via email to: Broomrape_Program@cdfa.ca.gov

Resources:

Broomrape Board Recommended Guidelines (Link or QR Code):

<https://broomrape.ucdavis.edu/compliance-agreements>

Designated Zone Map: https://www.cdfa.ca.gov/plant/ipc/broomrape/docs/Designated_Zone_Map.pdf

Broomrape Program email: Broomrape_Program@cdfa.ca.gov



Exhibit G2: Grower–Low-Risk Processing Tomato Field

1. Harvested tomato fruit from a low-risk processing tomato field shall only be transported by a transporter operating under a compliance agreement with the Broomrape Program.
2. Harvested tomato fruit from a low-risk processing tomato field shall only be transported to a processing facility operating under a compliance agreement with the Broomrape Program.
3. All persons authorized by Establishment to enter a low-risk processing tomato field shall be trained in broomrape identification and sanitation guidelines. See Broomrape Board recommended guidelines.
4. All equipment authorized by Establishment to enter a low-risk processing tomato field shall be cleaned reasonably free of soil and plant debris prior to being transported out of a Designated Zone ([Designated Zone Map](#)). See Broomrape Board recommended guidelines for examples.
5. Upon detection of a suspect broomrape plant, the Establishment shall immediately notify their contracted processor for that location. In the event the detection is outside of the Designated Zone, the Establishment shall also notify the Program immediately. ([Designated Zone Map](#))
6. In the event of a broomrape plant detection this exhibit is voided, and the Establishment shall operate under Exhibit G1.
7. All required notifications to the Program and questions about this exhibit shall be made via email to: Broomrape_Program@cdfa.ca.gov

Resources:

Broomrape Board Recommended Guidelines (Link or QR Code):

<https://broomrape.ucdavis.edu/compliance-agreements>

Designated Zone Map: https://www.cdfa.ca.gov/plant/ipc/broomrape/docs/Designated_Zone_Map.pdf

Broomrape Program email: Broomrape_Program@cdfa.ca.gov



