

# Broomrape Compliance Agreement Instructions for Processors

**STEP 1:** List all applicable county locations in the underlined section highlighted below. For example, if you have processing facilities in Yolo and Solano counties you would list both counties. If you have locations in multiple counties that will not fit in the box, attach a list with applicable counties and processing locations in a spreadsheet.

**BROOMRAPE PROGRAM COMPLIANCE AGREEMENT**  
Yolo & Solano \* **County Agricultural Commissioner** (*list all applicable counties*) /  
**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 Sacramento, 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 for processors is BR (Broomrape Program)-Processor PTAB number-0000.

**Compliance Agreement No:** BR-99-0000

# Broomrape Compliance Agreement

## Instructions for Processors

### 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

**STEP 3:** Fill out your establishment name, owner/manager name, mailing address, and contact information. The physical address section should contain the address of the physical processing facility or facilities. Please list the physical address even if it is the same as the mailing address. In the case of multiple locations, please attach a spreadsheet.

<b>Establishment Name:</b>	ABC Tomato Processing		
<b>Owner / Manager Name:</b>	John Smith		
<b>Mailing Address:</b>	123 Tomato St.		
	<b>City:</b>	Woodland	<b>Zip:</b> 95776
<b>Physical Address*:</b>	1111 Cannery Drive		
<b>G1/G2: Report field location(s) to contracted processor</b>			
<b>T1/T2: Report applicable location(s) to contracted processor</b>	<b>City:</b>	Woodland	<b>Zip:</b> 95776
<b>P1/P2: Report processing facility location(s) to CDFA</b>			
<b>*For multiple addresses/counties, submit physical address with applicable counties in a spreadsheet as an attachment</b>	<b>X St.</b>		<b>GPS</b>
	<b>Phone:</b>	( 530 ) 123-4567	<b>Fax:</b> ( 530 ) 999-1234
	<b>E-Mail:</b>	jsmith@ABC.com	

# Broomrape Compliance Agreement Instructions for Processors

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

Establishment Name:

ABC Tomato Processing

Contact Name (print):

John Smith

**STEP 5:** Check the box for the appropriate Exhibit(s) you will operate under. In this example, our fictitious processor anticipates operating as both P1 and P2 at different times of the season.

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

# Broomrape Compliance Agreement Instructions for Processors

**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>5</u> / <u>27</u> / <u>26</u>	
Establishment:	<i>print name</i> <u>John Smith</u>
Manager/Owner:	<i>signature</i> <u>J. Smith</u>
Program Officer: (CDFA/County)	

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

**STEP 8:** Submit processor compliance agreement and processor exhibits to CDFA at: [Broomrape\\_Program@cdfa.ca.gov](mailto:Broomrape_Program@cdfa.ca.gov) for review. Do not submit grower and/or transporter agreements to CDFA - keep these documents internally.

You're done! Please direct any questions about this process to:  
[Broomrape\\_Program@cdfa.ca.gov](mailto: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

\_\_\_\_\_ \* **County Agricultural Commissioner** (*list all applicable counties*) /  
**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 Sacramento, 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:** \_\_\_\_\_

Establishment Name:				
Owner / Manager Name:				
Mailing Address:				
	City		Zip:	
<b>Physical Address*:</b>				
G1/G2: Report field location(s) to contracted processor				
T1/T2: Report applicable location(s) to contracted processor				
P1/P2: Report processing facility location(s) to CDFA	City:		Zip:	
<i>*For multiple addresses/counties, submit physical address with applicable counties in a spreadsheet as an attachment</i>	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 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 field.

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, the 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 type="checkbox"/>	<b>Exhibit G1:</b>	Grower – High-Risk Processing Tomato Field
<input type="checkbox"/>	<b>Exhibit G2:</b>	Grower – Low-Risk Processing Tomato Field
<input type="checkbox"/>	<b>Exhibit T1:</b>	Transporter – High-Risk Processing Tomato Field
<input type="checkbox"/>	<b>Exhibit T2:</b>	Transporter – Low-Risk Processing Tomato Field
<input type="checkbox"/>	<b>Exhibit P1:</b>	Processor – High-Risk Processing Tomato Field
<input type="checkbox"/>	<b>Exhibit P2:</b>	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.
- F. **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 J. Smith</i>
Program Officer: (CDFA/County)	<i>CDFA Officer</i>

## **Exhibit P1: Processor–High-Risk Processing Tomato Field**

1. Harvested tomato fruit from a high-risk processing tomato field shall only be received from 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 received from a grower operating under a compliance agreement with the Broomrape Program.
3. No soil or plant debris, except MOT in a gondola, shall be moved from a high-risk processing tomato field.
4. Establishment shall be in compliance with their local jurisdiction 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 provisions outlined in this exhibit.
7. Trucks and trailers arriving from a high-risk processing tomato field shall be cleaned prior to leaving the facility. See Broomrape Board recommended guidelines.
8. Trailers used to transport harvested tomato fruit from a high-risk processing tomato field shall be dedicated to that field. Once no longer needed in that field, they may return to the general trailer pool after the required cleaning. See Broomrape Board recommended guidelines.
9. A log of trailer numbers dispatched to a high-risk processing tomato field shall be maintained by the processor.
10. The growing location of suspect broomrape plants shall be reported to the Grower immediately upon detection. In the event the detection is outside the designated zone, the Establishment must also notify the Program immediately.
11. The Program shall be allowed access to the processing facility yard with 48 hours 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](mailto: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](https://www.cdfa.ca.gov/plant/ipc/broomrape/docs/Designated_Zone_Map.pdf)

Broomrape Program email: [Broomrape\\_Program@cdfa.ca.gov](mailto:Broomrape_Program@cdfa.ca.gov)





<u>John Smith</u>	<u>J Smith</u>	<u>June 1, 2026</u>
<i>Printed name (Owner/Manager)</i>	<i>Signature</i>	<i>Date</i>
<u>CDFA Officer</u>	<u>CDFA Officer</u>	<u>June 1, 2026</u>
<i>Printed name (Program Officer)</i>	<i>Signature</i>	<i>Date</i>

*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: Processor – Low-Risk Processing Tomato Field

1. Harvested tomato fruit from a low-risk processing tomato field shall only be received from 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 received from a grower operating under a compliance agreement with the Broomrape Program.
3. Trucks and trailers transporting harvested tomato fruit from a low-risk processing tomato field inside a Designated Zone shall be cleaned reasonably free of soil and plant debris prior to exiting the Designated Zone. ([Designated Zone Map](#))
4. Establishment shall be in compliance with their local jurisdiction waste discharge requirements.
5. Harvesting machinery, including subcontractor custom harvesting machinery, shall be cleaned reasonably free of soil and plant debris prior to movement out of a Designated Zone ([Designated Zone Map](#)). See Broomrape Board recommended guidelines for examples.
6. Field crews shall be trained in broomrape identification and sanitation protocols.
7. The growing location of suspect broomrape plants shall be reported to the Grower immediately upon detection. In the event the detection is outside the Designated Zone, the Establishment must also notify the Program immediately. ([Designated Zone Map](#))
8. In the event of a status change from Exhibit G2 to Exhibit G1, the Establishment must notify the Program immediately.
9. The Program shall be allowed access to the processing facility yard with 48 hours advance notification in order to verify compliance with these requirements.
10. 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](mailto: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](https://www.cdfa.ca.gov/plant/ipc/broomrape/docs/Designated_Zone_Map.pdf)

Broomrape Program email: [Broomrape\\_Program@cdfa.ca.gov](mailto:Broomrape_Program@cdfa.ca.gov)



