

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:	
Physical Address*:				
G1/G2: Report field location(s) to contracted processor				
T1/T2: Report applicable location(s) to contracted processor	City:		Zip:	
P1/P2: Report processing facility location(s) to CDFA				
<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:

☐	Exhibit G1:	Grower – High-Risk Processing Tomato Field
☐	Exhibit G2:	Grower – Low-Risk Processing Tomato Field
☐	Exhibit T1:	Transporter – High-Risk Processing Tomato Field
☐	Exhibit T2:	Transporter – Low-Risk Processing Tomato Field
☐	Exhibit P1:	Processor – High-Risk Processing Tomato Field
☐	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.
- 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</i>
Program Officer: (CDFA/County)	**CDFA/County will not be countersigning with Growers or Transporters (G1, G2, T1, T2) for the 2026 season.