



**COOPERATIVE EXOTIC FRUIT FLY QUARANTINE PROJECT
COMPLIANCE AGREEMENT**

_____ County Agricultural Commissioner / CDFA/ USDA

Pursuant to California Food and Agriculture Code Sections 5701, 5705, 6321-6323;
Code of Federal Regulation 301.32; and the applicable State Interior Fruit Fly Quarantine indicated below:

Check applicable quarantine:

<input type="checkbox"/>	Mediterranean- CCR 3406	<input type="checkbox"/>	Melon- CCR 3425	<input type="checkbox"/>	Mexican- CCR 3417	<input type="checkbox"/>	Oriental- CCR 3423	<input type="checkbox"/>	Peach- CCR 3424	<input type="checkbox"/>	Guava- CCR 3441
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Cooperative Exotic Fruit Fly Quarantine Project

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

Compliance Agreement No: _____

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

PARTIES OF THIS AGREEMENT

Project (subsequently referred to as the "Project"):

The California Department of Food and Agriculture (CDFA), the United States Department of Agriculture and the _____ County Agricultural Commissioner, cooperating as the Exotic Fruit Fly Quarantine Project.

Business/Establishment (subsequently referred to as the “Establishment”):

Establishment Name:

Contact Name (print):

BACKGROUND:

The pest known as an Exotic Fruit Fly presents a real and ongoing threat to the agricultural industry, environment and economy of the State of California. Movement of regulated articles and commodities is a recognized channel for the spread of an Exotic Fruit Fly from established areas to new locations. The Exotic Fruit Fly Quarantine Project is a cooperative effort between public entities that are responsible for mitigating the movement and containing the spread of Exotic Fruit Fly pests to new locations from regulated areas where the pest has become established.

AGREEMENT:

- A. The Project will permit your establishment to self-execute the Exotic Fruit Fly regulatory quarantine 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 AA-1-A:	Freight Forwarding Facilities
<input type="checkbox"/>	Exhibit D:	Fruit Sellers
<input type="checkbox"/>	Exhibit E:	Community Gardens
<input type="checkbox"/>	Exhibit J:	Host Material Waste Disposal
<input type="checkbox"/>	Exhibit P:	Plant Sellers
<input type="checkbox"/>	Exhibit M:	Packing Houses
<input type="checkbox"/>	Exhibit S:	Yard Maintenance
<input type="checkbox"/>	Exhibit X1:	Program Management Practices for Aerial Spray Treatments
<input type="checkbox"/>	Exhibit X2:	Program Management Practices for Ground Spray and Drench Treatments
<input type="checkbox"/>	Exhibit X3:	Program Management Practices for Hazardous Materials Spills
<input type="checkbox"/>	Exhibit Y:	Diamond Stamp
<input type="checkbox"/>	Exhibit MA:	Requirements for Packing Houses Receiving Hass Avocados Originating from Within a Mexican Fruit Fly Quarantine Area
<input type="checkbox"/>	Other:	



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- B. In exchange for the Project’s promise contained in sub-paragraph “A” above, the Establishment agrees to abide by the following rules and regulations:
1. Handle, process, and/or move regulated articles in accordance with all applicable Exotic Fruit Fly Quarantine requirements;
 2. Follow the Project’s instructions regarding the use of all permits and certificates. Project instruction may be given in any form, including but not limited to verbal communication from a Project Officer and any written information.
 3. Maintain and make such records, as the Project requires, accessible for inspection upon reasonable notice by the Project Officer. These records shall be maintained for a period of the later of two years or the resolution of any outstanding claims.
- C. This agreement becomes effective on signing and shall remain in effect until canceled by either party on 30 days notice to the other at the address of either appearing above. However, the Project may accelerate the notice to immediate for cause, including but not limited to the Establishment’s abandonment of the procedures outlined in the attached Exhibit(s).
- D. Establishment assumes liability, if any, arising from the manner in which Establishment sells, handles, distributes or applies treatments to any regulated host material.

NOTICE: Any signatory or employee of any signatory who violates the terms of this Compliance Agreement 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>
Project Officer (USDA/CDFFA/County)	<i>signature</i>