



**CITRUS NURSERY STOCK PEST CLEANLINESS PROGRAM
COMPLIANCE AGREEMENT**

Citrus Nursery Stock Pest Cleanliness Program
Citrus Pest and Disease Prevention Division
California Department of Food and Agriculture
1220 N Street, Sacramento, CA 95814
(916) 274-6300
ACPCCompliance@cdfa.ca.gov

*[Pursuant to California Food and Agricultural Code sections 6940-6946
and Title 3 of the California Code of Regulations section 3701]*

Participant Name:		
Nursery License Number:		
Manager Name:		
Mailing Address:	City:	Zip:
Physical Address:	City:	Zip:
Phone: (____) _____ - _____	E-Mail:	

Program:

The California Department of Food and Agriculture (CDFA) – Citrus Pest and Disease Prevention Division – Citrus Nursery Stock Pest Cleanliness Program:

Program Officer: _____

Participating Nursery (subsequently referred to as “Participant”):

Background:

Vectors of citrus disease presents a real and ongoing threat to the citrus industry, environment, and economy of the State of California. Movement of nursery stock is a recognized channel for the spread of citrus insects and disease pests from established areas. The Citrus Nursery Stock Pest Cleanliness Program is a cooperative effort between public entities that are responsible for protecting citrus nursery stock from citrus diseases and their vectors.

AGREEMENT:

- A.** The CDFA - Citrus Pest and Disease Prevention Division, hereafter referred to as the Department, will permit the participant to self-execute the requirements specified in the Citrus Nursery Stock Pest Cleanliness Program regulations (Title 3 of the California Code of Regulations sections 3701), as well as the requirements specified in the attached exhibits checked below, inclusive and incorporated into this agreement by reference as if fully set out. The exhibits checked below are binding:
- Exhibit A: Summary of program regulations
 - Exhibit B: Participant plan for meeting performance standard
- B.** In exchange for the Department’s promise contained in sub-paragraph “A” above, the Participant agrees to abide by the following rules and regulations:
- 1) Handle, process, and/or move regulated articles in accordance with the regulatory requirements.
 - 2) Maintain and make such records, as the Department requires, accessible for inspection upon reasonable notice by the Program Officer. These records shall be maintained for a period of at least 5 years, or as specified by regulation.
- 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. However, the Department may accelerate the notice to immediate for cause, including but not limited to the Participant’s abandonment of the procedures outlined in the attached Exhibit(s).
- D.** Participant assumes liability, if any, arising from the manner in which Participant sells, handles or distributes 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 ____/____/____	
Participant Name: (print name)	Program Officer: (print name)
Manager/Owner: (signature)	Program Officer: (signature)

For Department use only:

Applicant Number:	Processing Date:	Approval (Program Supervisor):