



A Tradition of Stewardship
A Commitment to Service

COOPERATIVE EUROPEAN GRAPEVINE MOTH QUARANTINE PROJECT COMPLIANCE AGREEMENT

Napa County Agricultural Commissioner / CDFA / USDA

[Pursuant to California Code of Regulations 3154 and 3437]

Napa County Agricultural Commissioner's Office
1710 Soscol Avenue, Suite #3
Napa, CA 94559-1315
Contact: David R. Whitmer

Compliance Agreement Number: **28QEGVM**_____

Establishment Name:		
Manager Name:		
Mailing Address:	City:	ZIP:
Physical Address:	City:	ZIP:
Phone: (____) _____ - _____	E-Mail:	
Fax: (____) _____ - _____		
Permit #:	Acres:	Commodity:

European Grapevine Moth Quarantine Project:

The California Department of Food and Agriculture (CDFA), the United States Department of Agriculture (USDA), and the Napa County Agricultural Commissioner, cooperating as the European Grapevine Moth (EGVM) Quarantine Project.

Business/Establishment:

Establishment Name: (subsequently referred to as "Establishment") _____

Background:

The pest known as European Grapevine Moth (EGVM) 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 EGVM from established areas to new locations. The EGVM Quarantine Project is a cooperative effort between public entities that are responsible for mitigating the movement of EGVM from regulated areas where the pest is established to new locations.

AGREEMENT:

A. The European Grapevine Moth Quarantine Project, hereafter referred to as the Project, will permit your establishment to self-execute the European Grapevine Moth quarantine regulatory 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:

(Check all that apply)

	Exhibit A1	Production Nursery Stock
	Exhibit A2	Retail Nursery Stock
	Exhibit E1	Green Waste Receiver- Inside Quarantine Area
	Exhibit G1	Grower/Producer/Manager- <i>Fruit Other than Grapes</i>
	Exhibit G2	Grower/Producer/Manager- Farmers Markets/Swap Meets/Roadside Vendor
	Exhibit K1	Shipping/Storing/Packing/Receiving Establishment- <i>Fruit other than Grapes</i>
	Exhibit M1	Vineyard/Orchard/Grove Removal and Planting
	Exhibit N1	Green Waste Transporter- Inside Quarantine Area

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.



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Exhibit P1	Federal Shield and Tracking Log
Exhibit R1	Producer of Dried Grapes (Raisins)
Exhibit R2	Receiver of Dried Grapes (Raisins)
Exhibit S1	Grower/Producer/Manager- <i>Fresh Grapes</i>
Exhibit T1	Harvester- <i>Fresh Grapes</i>
Exhibit U1	Hauler/Transporter- <i>Fresh Grapes</i>
Exhibit V1	Shipping/Storing/Packing/Receiving Establishment - <i>Fresh Grapes</i>
Exhibit W1	Grower/Producer/Manager- <i>Hand Harvested Fresh Wine Grapes</i>
Exhibit W2	Harvester- <i>Hand Harvested Fresh Wine Grapes</i>
Exhibit W3	Hauler/Transporter- <i>Hand Harvested Fresh Wine Grapes</i>
Exhibit W4	Shipping/Storing/Packing/Receiving Establishment - <i>Hand Harvested Fresh Wine Grapes</i>
Appendix 1	Green Waste- Project Approved Methods for Disposal

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 the European Grapevine Moth quarantine requirements;
- 2) Follow the Project’s instructions regarding the use of all European Grapevine Moth permits and certificates;
- 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 2 years or the resolution of any outstanding claims unless otherwise specified.

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 or distributes any regulated host material.

Signed in the County of _____ in the State of California on ____/____/____	
Establishment by: (print name)	EGVM Quarantine Project by: (print name)
Manager/Owner (signature):	Project Officer (signature):

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