



Florida Department of Agriculture and Consumer Services
Division of Plant Industry

LAWN / LANDSCAPE COMPLIANCE AGREEMENT

CHARLES H. BRONSON
COMMISSIONER

Section 581.031(26), F.S.

Citrus Canker Eradication Program, 3027 Lake Alfred Road, Winter Haven, FL 33881-1438

1. NAME AND MAILING ADDRESS OF APPLICANT:		2. PROPERTY LOCATION / IDENTIFICATION:		
1.1 TEL#		2.1 COUNTY:		
1.2 STATUS: QUARANTINE " / NON-QUAR. " / BOTH "		2.2 T-R-S:		
1.3 MODE: SINGLE CREW " / MULTI CREW "		2.3 GPS:		
<u>2.4 DECAL NUMBER</u>	<u>2.5 VEHICLE TAG</u>	<u>2.6A VEHICLE TYPE</u>	<u>2.6B VEHICLE BRAND</u>	<u>2.4C VEHICLE COLOR</u>
3. REGULATED ARTICLE(S): Any article capable of transporting or harboring Citrus Canker.				
4. APPLICABLE STATE QUARANTINE(S) OR REGULATIONS: Rule Chapter 5B-58, F.A.C.				

I / we agree to handle, pack, process and move regulated articles in accordance with applicable plant regulations and quarantines; use all permits and certificates in accordance with instructions; maintain and offer for inspection such records as may be required; use only disposal sites approved by this program; and abide by the following stipulations:

General Provisions for Operating In Quarantine Areas

1. Prior to operating in a Quarantine Area, all lawn and landscape maintenance proprietors, agents, or contractors, pest control companies, diagnostic consultants, and affected municipal departments are required to sign a Citrus Canker Eradication Program (*Canker Program*) 'LAWN / LANDSCAPE COMPLIANCE AGREEMENT.' Pest control companies that have no material contact with plants, other than by coincidental contact with a spray hose, are exempt from these requirements. Decals must be obtained from the nearest Canker Program office and be prominently displayed on applicant vehicles prior to working in any Quarantine Area. (See Schedule 10 for regional offices.)
2. The regulated articles within the defined Quarantine Area (as outlined in Schedules 19 & 20) include: All lawn, garden and landscape tools and equipment, nursery equipment, plants, plant clippings, and lawn and yard debris.
3. Notify the local Canker Program office (per Schedule 10) prior to removing any existing citrus tree.
4. The planting or replanting of citrus on residential properties is prohibited in the Quarantine Areas.
5. All grass, tree and plant clippings originating within the Quarantine Area – if moved – must move covered to the County Landfill. Citrus debris left on the property must be burned, buried or held securely if awaiting trash pickup. If mechanical failure prevents unloading of debris, the Citrus Canker Office must be notified immediately (see

- Schedules 10 & 13). This material may not be stored or held overnight outside Quarantine Areas.
6. The cargo areas of vehicles used to transport citrus material must be thoroughly decontaminated immediately after unloading has been completed (in accordance with Schedule 11).
 7. Any site other than a Class I Landfill approved by the Environmental Protection Agency or Florida Department of Environmental Protection must be approved, with a *Special Permit-Disposal Site* (DACS-08126) issued annually by Canker Program officials.
 8. Decontamination of personnel, vehicles and equipment is required prior to entry and upon departure of any property in a Quarantine Area (see Schedule 11). Decontamination of personnel and equipment must be performed prior to entry of any subsequent property, and any contiguous property under separate ownership. Approved chemicals must be on hand in appropriate strengths and quantities, and with spray equipment at each job site adequate for thorough decontamination of all lawn and landscape personnel and equipment.
 - 8.1. All workers' exposed skin, clothing, hats, shoes, gloves, knives and other personal tools must be cleaned and chemically treated (in accordance with DECONTAMINATION OF PERSONNEL, Schedule 11).
 - 8.2. Upon departing any quarantine property, all equipment must be cleaned free of fruit, limbs, leaves, grass clippings, soil and debris prior to chemical treatment (applied in accordance with DECONTAMINATION OF EQUIPMENT, Schedule 11).
 9. All lawn and landscape maintenance operators will be provided with serialized decals upon signing this agreement. One decal will be assigned to each licensed vehicle. If applicant has additional vehicles, please use an attachment (Schedule 24), and list all other vehicles, descriptions and assigned decals. Decals must be prominently displayed in the lower left corner of each vehicle windshield at all times. If this location is not possible, a Canker Program inspector must witness any unconventional placement of a decal.
 - 9.1. The unauthorized removal of a decal constitutes a violation of this agreement, which may result in a penalty. Do not attempt to transfer a decal from one vehicle to another.
 - 9.2. Notify the Canker Program within ten days of any lost decals or changes in equipment, tags, ownership, address or status.
 - 9.3. If a vehicle is sold, traded or abandoned, the decal must be removed and returned within ten days to Canker Program officials.
 10. All lawn and landscape maintenance businesses shall, if requested, provide the Canker Program with a list that includes the names and physical addresses of all clients.
 11. Applicant bears the responsibility to remain informed regarding any changes in the Citrus Canker Eradication Program. All attachments, schedules, procedures and quarantines are subject to change. Applicant is responsible for retrieving maps and other updated information from local Canker Program offices (Schedule 10) and official Internet postings: <http://www.doacs.state.fl.us/canker/>.
 12. This agreement must be surrendered to any authorized USDA or FDACS personnel upon demand.
 13. Failure to abide by any part of this agreement may result in immediate cancellation of the Compliance Agreement and imposition of the penalties of Sections 581.141 and 581.211 of the Florida Statutes. A *Report of Violation* will be issued for noncompliance, and administrative penalties levied.
 - 13.1. Violation assessments for noncompliance range from no fine, provided applicant signs a compliance agreement, to a \$1,000 fine for the second offense, and up to a \$5,000 fine for continued noncompliance.
 - 13.2. Applicants found to be in violation of the quarantine requirements will be issued a *Report of Violation* for each infraction. The following violations result in specific penalties:
 - 13.2.1. Failure to decontaminate or have appropriate decontamination materials on hand:

1st offense:	Warning
2nd offense:	\$50 fine
3rd offense:	\$100 fine
4th offense:	\$200 fine and revocation of compliance agreement
 - 13.2.2. Moving citrus plants, fruit or plant material in violation of the compliance agreement:

1st offense:	\$500 fine
2nd offense:	\$1000 fine and revocation of compliance agreement
 - 13.2.3. Failure to provide client list upon request from the Department: \$100 fine and revocation of compliance agreement
 - 13.3. Revocation of a Compliance Agreement, or failure to enter into a Compliance Agreement subsequent to an official warning (resulting from a violation), will result in the denial of permission to operate within Quarantine Areas. Continued unauthorized operations within a Quarantine Area are subject to receive the

maximum penalty of \$5,000.

[Schedules referenced in this document: 10, 11, 13, 19, 20, 24.]

5. AUTHORIZED SIGNATURE	6. PRINTED NAME & TITLE	7. DATE SIGNED
The affixing of the signatures below will validate this agreement, which shall remain in effect until canceled, but may be revised as necessary or revoked for noncompliance.		8. AGREEMENT NO. CAQ-STRIP-LAWN-503 CAQ-LAWN-DR-503
		9. DATE OF AGREEMENT 14-MAY-2005
10. OFFICIAL NAME & TITLE Mark Estes Regulatory Director	11. OFFICIAL ADDRESS Division of Plant Industry 3027 Lake Alfred Road Winter Haven, FL 33881-1438	
12. OFFICIAL SIGNATURE 		