Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

COUNTY OF LOS ANGELES
Department of
Agricultural Commissioner/
Weights and Measures
12300 Lower Azusa Road
Arcadia, California 91006-5872
http://acwm.lacounty.gov

Richard K. Iizuka
Chief Deputy

September 16, 2014

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
36 September 16, 2014
SACHI A. HAMAI
EXECUTIVE OFFICER

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF AGREEMENT #14-0172-SF WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE PEST EXCLUSION/DOG TEAMS PROGRAM (ALL DISTRICTS) (3-VOTES)

SUBJECT

Approval of the Agreement with the California Department of Food and Agriculture (CDFA) for funding of the Pest Exclusion/Dog Teams Program provides for inspection of unmarked incoming shipments of agricultural commodities, such as plants, flowers, and produce. Inspections are conducted at express carriers, such as UPS and FedEx, and air freight terminals as a primary defense against the introduction and spread of exotic pests and diseases subject to quarantines. There is no County cost associated with this program.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying agreement (#14-0172-SF) with the CDFA, which reimburses the County in the amount of $595,556.76 for one year, beginning July 1, 2014, through June 30, 2015, for work conducted by the Department of Agricultural Commissioner/ Weights and Measures (ACWM) for the Dog Team Parcel Inspections Program.

2. Authorize the Commissioner/Director to amend the contract agreement in an amount not to exceed 10 percent of the original contract, at no County cost, subject to review and approval by County Counsel and the Chief Executive Office and notification to the Board offices.

3. Authorize the Commissioner/Director to execute amendments to the Agreement's Scope of Work that have no fiscal impact to the Agreement, subject to review and approval by County Counsel and the Chief Executive Office and notification to the Board offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Your Board approved similar agreements with CDFA in Fiscal Years2011/2012, 2012/2013, and 2013/2014. Approval of the recommended actions will enable ACWM, through the Pest Exclusion/Dog Teams Program, to readily detect and inspect unmarked packages that contain fruits, vegetables, and plant material to prevent the entry of exotic plant pests and diseases into Los Angeles County.

This agreement provides for the inspection of air freight terminals and express freight facilities through which agricultural commodities, such as plants, flowers, and produce, are routinely shipped. While such shipments are required by law to be appropriately labeled as containing plant material, there exists frequent non-compliance with such marking requirements, particularly in the case of non-commercial parcel shipments, presenting a significant threat of the introduction of exotic pests that pose risks to the agricultural industry, native plant species, decorative landscaping, and the environment. Detector dogs are highly trained to identify the presence of plant material, through their sense of smell, providing invaluable assistance in detecting shipments that could go unnoticed by human inspection personnel. The prevention of pest introductions significantly reduces the need for costly pest eradication activities and resulting needs for increased applications of pesticides in Los Angeles County.

ACWM has consulted and worked collaboratively with shippers and receivers to assist in preventing the entry of exotic plant pests and diseases.

Implementation of Strategic Plan Goals

Awarding the agreement meets the County's Strategic Plan Goal of Operational Effectiveness. The Pest Exclusion/Dog Teams Program significantly reduces the risk of new pest introduction, which reduces the need for pesticide applications against new pests in the County.

FISCAL IMPACT/FINANCING

Under this agreement, CDFA will provide funding in the amount of $595,556.76 for work performed by this Department for the period July 1, 2014, through June 30, 2015. This amount is $32,075.41 over the amount provided for this program in the 2013/2014 fiscal year. There are no net County costs. The revenue was included in the Department's Fiscal Year 2014-2015 Final Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract applies to the period of July 1, 2014, through June 30, 2015.

As part of the pest prevention program mandated to the CDFA under California Food and Agricultural Code sections 5023-5024, private parcels shipped by parcel delivery companies, such as FedEx and UPS, are inspected to ensure freedom from agricultural pests. The use of specially trained detector dogs enhances the County's ability to inspect such parcels.

Since Fiscal Year 2009 – 2010, CDFA has received supplemental funding for the program through the Federal Farm Bill. The funding for this program from the Federal Farm Bill is expected to incrementally increase through 2015.

Agreement #14-0172-SF has been reviewed by County Counsel and is approved as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Board action will support program services for the entire 2014-2015 Fiscal Year.

Respectfully submitted,

KURT E. FLOREN

Agricultural Commissioner, Director of Weights and Measures

KEF:RKI:EW:sl

Enclosures

c: Executive Office
County Counsel
Executive Officer; Board of Supervisors

Department of Food and Agriculture
COOPERATIVE AGREEMENT
GAU-03 (Rev. 7/13)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
14-0172-SF

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME
DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME
COUNTY OF LOS ANGELES

2. The term of this Agreement is: July 1, 2014 through June 30, 2015

3. The maximum amount of this Agreement is: $595,556.76
Five Hundred Ninety Five Thousand Five Hundred Fifty Six Dollars and Seventy Six Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A: • Recipient and Project Information • Scope of Work	27 Page(s)
Exhibit B: • Budget & Payment Provisions • Budget	3 Page(s)
Exhibit C – General Terms and Conditions	2 Page(s)
Exhibit D – Federal Terms and Conditions	3 Page(s)

Name of Project: Dog Teams Inspections

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME *(County's Name)*
COUNTY OF LOS ANGELES

APPROVED AS TO FORM:
JOHN F. KRATTLI
County Counsel
By _____
Deputy

BY *(Authorized Signature)*

DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
12300 Lower Azusa Road, Arcadia, CA 91006

STATE OF CALIFORNIA

AGENCY NAME
DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*

DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
CRYSTAL MYERS, MANAGER - FEDERAL FUNDS MANAGEMENT OFFICE

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:

   The county will use the Detector Dog Team to detect the presence of any unwanted plant pests in parcels, airfreight and nursery stock including species, diseases or other harmful organisms, that may pose a threat to the economic well-being of the State.

2. The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Wendi Wilkinson	Name:	Ed Williams
Section/Unit:	PHPPS/Pest Exclusion Interior	Section/Unit:	COUNTY OF LOS ANGELES
Address:	1220 N Street, Room 325	Address:	12300 Lower Azusa Road
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Arcadia, CA 91006
Phone:	916-654-0312	Phone:	626-575-5471
Email Address:	wendi.wilkinson@cdfa.ca.gov	Email Address:	ewilliams@acwm.lacounty.gov

3. For a detailed description of work to be performed and duties, see Scope of Work.

4. The Grant Agreement with the Federal Government supporting this Agreement is 14-0133-FR. The Catalog of Federal Domestic Assistance Number is 10.025.

SCOPE OF WORK

California Agricultural Detector Dog Team Program
July 1, 2014 - June 30, 2015

The County agrees to perform California Agricultural Dog Team Program activities for the California Department of Food and Agriculture (CDFA) in compliance with the requirements imposed by:

1. **Food and Agricultural Code (FAC) Division 2, Chapter 2, Article 8, Section 2282.5** (http://www.leginfo.ca.gov/cgi-bin/displaycode?section=fac&group=02001-03000&file=2271-2287) **and**

2. **FAC Division 4, Part 2, Chapter 1, Article 1, Section 6303** (http://www.leginfo.ca.gov/cgi-bin/displaycode?section=fac&group=06001-07000&file=6301-6306) **and**

3. **FAC Division 4, Part 2, Chapter 2, Article 1, Sections 6401 and** (http://www.leginfo.ca.gov/cgi-bin/displaycode?section=fac&group=06001-07000&file=6401-6405).

This agreement is inclusive of the County's agreement to perform activities approved by the CDFA as described in the attached projected Work Plan (Exhibit B), Budget Detail and payment provisions and by this reference made a part hereof.

Key actions to be conducted under this cooperative agreement include:

SECTION 1: PERSONNEL ACTIVITIES

a. **Pest Surveillance/ Canine Inspection**
b. **Dog Team Maintenance**
c. **Data Entry/Sample Submission**
d. **Other (communication, training, administrative support)**

SECTION 2: NON-PERSONNEL

a. **Supplies/Equipment**
b. **Vehicle/Mileage**

SECTION 3: REPORTING/INVOICING

a. **Monthly Activity Report**
b. **Invoicing/Reimbursement**
c. **Records Retention**

SECTION 1: PERSONNEL ACTIVITIES

The County agrees to perform the listed inspection activities targeting all federal, foreign and domestic quarantine and federal action pests. The County also agrees to perform inspection activities targeting all state quarantine pests and state actionable pests. This agreement is also inclusive of the following:

a. Pest Surveillance/Canine Inspection

Each Dog Team (defined as one dog and one handler) shall conduct surveillance inspections at parcel sectional centers such as those operated by Federal Express and United Parcel Service to provide parcel inspection services related to plant products entering the State of California. The teams will also be available to provide inspection service at United States Postal Service.

The county shall use the Dog Team to detect the presence of any unwanted plant pests in parcels, including insect species, diseases or other harmful organisms that may pose a threat to the economic well-being of the State. Each Dog Team may perform inspection functions on a regional basis.

County must report detection of live suspect Tephritid fruit fly larvae to Pest Exclusion within 24 hours.

County must use the USDA/SITC Referral Form (SO-155) to report interceptions that involve federal quarantine violations and/or pest finds available at: http://phpps.cdfa.ca.gov/PE/InteriorExclusion/CPTM/pdf/S0-155USDASITCFORM.pdf

County will take digital photographs and keep record(s) of rejected/seized parcels.

b. Dog Team Maintenance

- County shall obtain and maintain the dog as detailed in the Work Plan Guidelines (**Appendix A**). Including any additional medical, health or wellness care recommended by a veterinarian. CDFA shall be notified immediately if there is a health issue with a canine.

County is responsible for providing appropriate training for the dog, dog handler and their staff for all activities associated with the California Dog Team Program. County will test and document, by using the provided training sheet (**Appendix B**), the pest detection accuracy of each canine in the team at least once a month. In addition to individual team training, counties are encouraged to coordinate regional training for multiple teams. Training sheets must be submitted to Interior Pest Exclusion by the end of each month.

County shall follow acclimation guidelines for new dogs provided by National Detector Dog Training Center (NDDTC), Agriculture Canine Team Acclimation Guide (**Appendix C**).

County shall determine the need to retire a canine, the steps to take in case of dog injury or illness, and adoption procedures by following the Retirement, Adoption and Replacement Policy (**Appendix D**).

In the event of an act of aggression by a dog, County will immediately implement steps outlined in the Canine Aggression Policy (**Appendix E**) and immediately report the aggression to Interior Pest Exclusion.

c. **Data Entry/Sample Submission**
The County is responsible for ensuring the five following data sets are accurately completed in a timely manner:

I. **Dog Team Database (Dog Accuracy Information):** Dog handlers are required to enter daily information into the Dog Team Database (http://phpps.cdfa.ca.gov/pe/PSCIT-CS2/PscitOfficerTotals_cs.aspx) not more than 72 hours after work has been conducted as per PEA No. 04-2009 (http://www.cdfa.ca.gov/countyag/postings/files/PEA_04-2009_Cali.pdf).

II. **Pest Exclusion Information Management (PEIM)**
The County shall complete a Notice of Rejection (NOR) using the Pest Exclusion Information Management (PEIM) database available on the CDFA Extranet (https://pdr.cdfa.ca.gov/pe/peim/peimmainmenu.aspx). The "Dog Team" program must be selected for all NORs. All electronic NOR files must be entered no later than the fifth day of the month following when the activities took place.

III. **Pest and Damage Record (Submission of Samples to CDFA Laboratory):** County shall send all samples to the CDFA Plant Pest Diagnostics Center (PPDC) for identification. The County shall complete an electronic copy of CDFA's PDR on CDFA's Plant Division Extranet site, http://phpps.cdfa.ca.gov/user/frmLogon2.asp. A hard copy of the PDR must accompany the samples to the PPDC.

IV. **United States Post Office (USPS) Records**
All counties working in a USPS location shall ensure the USPS Record collection Excel spreadsheet is submitted electronically to CDFA no later than the fifth day of each month. The USPS Record Excel template is available on the CDFA Extranet (https://pdr.cdfa.ca.gov/pe/peim/peimmainmenu.aspx).

V. **Annual Data Report**
The County shall generate and maintain a Data Report containing all PDR numbers and PEIM numbers submitted under the Dog Team Program for the fiscal year. The Data Report must be sent to CDFA no later than 30 days after the end of the fiscal year. The County Data Report and CDFA database searches will be compared for accuracy.

d. **Other (communication, training, administrative support)**
County is encouraged to utilize the Dog Team for public outreach whenever possible and to coordinate such outreach with the CDFA Public Affairs Unit.

County is responsible for coordinating with another county agricultural commissioner's office when performing inspections at a facility in another county.

County will participate in conference calls with Pest Exclusion as necessary.

Note: **Substantiation of Personnel Costs**

Substantiation of employee hours charged to a federal program must be kept on file, and such substantiation must meet Title 2 Code of Federal Regulations Part 225, Appendix B, OMB Circular A-87, Section 8 (Compensation for Personnel Services). For employees that perform work on more than one program (i.e. a federally-funded program and a non-federally-funded program), the USDA/APHIS requires that substantiation records meet the following standards:

- Reimbursable time must reflect the actual time (calculated after-the-fact) spent working on a federally-funded program (not an estimate).
- Total time worked each day must be accounted for.
- Daily records must be kept that document all the programs (federally-funded and other) worked on by each employee.
- The percent of time charged for each employee to the cooperative agreement must match the actual time the employee worked on that program.
- Documentation must be signed by the employee at the end of the pay period (daily signatures not required).

Note that 2 CFR 225, Appendix B also provides other means of substantiating personnel costs for employees who work on only one federally-funded program. Please review the federal regulation to ensure that your county's method of personnel cost substantiation meets the federal standards listed in the regulation.

Personnel salary costs shall be properly tracked or allocated in accordance with the Office of Management and Budget (OMB) requirements and Federal cost principles (OMB Circular A-102, Uniform Administrative Requirements). Ensure that personnel costs can be traced back to original documents detailing the account to which personnel hours are billed.

SECTION 2: NON-PERSONNEL

Note: **Substantiation of Costs**
Substantiation of non-personnel costs charged to a federal program must be kept on file, and such substantiation must meet Title 2 Code of Federal Regulations Part 225, Appendix B, OMB Circular A-87.

a. Supplies/Equipment

Supplies: Supplies are considered articles having a useful life of less than one year. Only supplies directly related to administering and conducting activities associated with the Dog Team Program will be reimbursed. Examples of supplies include materials from a general supply or stockroom, fabricated parts, paper, stationery, general office goods, ink and toner cartridges, and organization tools.

Equipment: Equipment is considered articles having a useful life of more than one year and a cost equal to or more than $100. Only equipment directly related to administering and conducting activities associated with the Dog Team Program will be reimbursed. Articles with a unit cost of $5,000 or more must have prior approval for reimbursement. Examples of equipment include microscopes, spectrometers, office equipment, office furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment, and motor vehicles.

All records substantiating that the supplies and equipment are used for the Dog Team Program must be maintained by the county.

b. Vehicle/Mileage

Mileage rate used on invoice should be the same as contained in the work plan. If the federal rate fluctuates during the agreement period, counties will submit invoices for the current federal rate.

Substantiation of Vehicle Mileage Costs

Counties must maintain a single vehicle log per vehicle, and all mileage should be recorded daily with an indication of which program the vehicle was used for and the name of the driver. Vehicle logs may be maintained on a monthly basis.

SECTION 3: REPORTING/INVOICING

a. Monthly Activity Report

The county will utilize the on-line County Monthly Report system (https://secure.cdfa.ca.gov/egov/crs/login.aspx) to submit a monthly activity report for the Dog Team Program. Monthly activity reports need to be submitted no later than the fifth day of the month following when the activities took place. Questions about reporting can be directed to Wendi Wilkinson at wendi.wilkinson@cdfa.ca.gov or by calling (916) 654-0312.

b. Invoicing/Reimbursement

The county shall submit a monthly itemized invoice using the provided template on county letterhead (**Appendix F**) and submit to the following contact no later than 30 days after the end of the coinciding reporting period.

California Department of Food and Agriculture/ Pest Exclusion Branch
Attn: Jennifer DeBernardi
1220 N Street, Room 325
Sacramento, CA 95814

Counties may also send invoices via email to:
jennifer.debernardi@cdfa.ca.gov. Questions about invoicing/reimbursement can be directed to Jennifer DeBernardi via email or by calling (916) 654-0312.

i. Allowable Costs

All invoiced expenses must fall within the parameters of this "Scope of Work" and must be directly related to administering and conducting Dog Team Program related activities.

ii. Monthly Activity Report Required for Reimbursement

Invoices will not be paid until submission of the "Online Monthly Activity Report" (see section 3a above) is verified. Hourly rates on the Monthly Activity Report must match the personnel hours invoiced on the corresponding monthly invoice.

iii. Hourly Rate(s) on Invoices

Invoices should reflect the actual hourly rates (salary and benefits) per individual or classification that worked on the program.

iv. Personnel on Invoice Must Match Work Plan

Invoices must reflect work performed by individuals or classifications listed on the work plan.

c. Records Retention

Documentation applicable to reimbursement for expenses does not need to be submitted to CDFA, but must be retained by the county and shall be made available for audit purposes.

Dog Team Program
Scope of Work FY 2014/2015

Attachment Index

Appendix A ..... Work Plan Guidelines

Appendix B ..... Training Sheet

Appendix C ..... Acclimation Guide

Appendix D ..... Retirement, Adoption and Replacement Policy

Appendix E ..... Canine Aggression Policy

Appendix F ..... County Monthly Invoice

SCOPE OF WORK

Dog Teams Program
July 1, 2014-June 30, 2015

Appendix A

Work Plan Guidelines

(Guidelines for Completing New Dog Teams Work Plans and Guideline for Completing Dog Teams Work Plans)

Dog Team Work Plans Guidelines
FY 2014/2015

General Guidelines

These guidelines are for counties renewing their Dog Team cooperative agreement with CDFA. In this document, a Dog Team equals one dog and one handler. Counties should estimate that work plan activities will occur for the entire 12 months of the fiscal year. With the exception of the vehicle mileage rate, all figures on the work plan must be whole numbers and/or dollars. The work plans are in Excel format (unlocked) and must balance when calculated manually. Work plans that do not balance manually will be returned to the county for revision.

Personnel Services

Parcel Facilities

For each carrier, estimate the number of facilities in your region that will be visited during FY 14/15, the number of visits per year/per facility and the total number of hours expected per visit including travel time. Dog Teams may perform inspections regionally, not just in a single county. In addition, the category 'Other' under Parcel Facilities is to include carriers other than those listed and/or carriers listed above within the region but outside of the contracting county.

Other Personnel Expenses

- **Second Person**
  As needed, estimate annual costs for a second person to assist the Dog Team with inspection of parcels. At the discretion of each county, the second person may be:
  - County biologist/inspector or
  - Assistant to the handler

  Dog Team handlers should communicate with the other counties in their region regarding the use of the second person. The second person can work with and in support of the Dog Team regionally. However, if a county within the region chooses to send a "second person" from their own staff, that person would not be able to be charged to this contract.

- **Community Outreach**
  Estimate the number of hours that will be spent conducting community outreach including demonstrations, appearances, community workshops and public relations.

- **Canine Care (Time)**
  Estimate the number of hours that will be spent by the handler taking care of the canine including grooming activities, exercising and bathing.

- **Training**
  Estimate the hours the handler spends being trained and training the canine. Specific training activities may include:
  - Annual re-certification (conducted locally) by NDDTC (24 hours)
  - CDFA training--data entry training, Pest Prevention University (8 hours annually is recommended)
  - Target training with the dog (at least 16 hours per month recommended)

- **Data Entry**
  Estimate the time the handler, second person or designated staff spend entering data in the Dog Team database (daily), PDR database, NOR database, maintaining/submitting USPS spreadsheet (if applicable) and training data sheets.

- **Administrative Support**
  Estimate the time spent completing and submitting monthly activity reports and invoices, participating in conference calls, and other support duties for the program.

Overhead

Enter your county's total expected percentage of indirect costs for Personnel Services (not to exceed 25%).

Operating Expenses

Travel

Estimate the total amount to cover travel expenses that may be incurred during FY 14/15 including:

- Dog Team travel within and out of the assigned region (per diem and lodging) for facility inspections, training, meetings, demonstrations, and community outreach events.

- If your county plans to retire and replace a dog in FY 14/15, estimate the following travel costs for the handler:
  - 3-week training course at NDDTC in Newnan, GA:
    - Roundtrip flight
    - Per diem
    - Rental Car (optional)
    - Lodging

Handler Uniform

Estimate the total dollar amount for handler uniforms.

Printing/Mailing Costs

Estimate the total dollar amount for printing and/or mailing handouts, brochures, flyers, stickers, and program documents such as training records.

Canine Care

Estimate the total dollar amount for continued care and maintenance of the dog including kenneling costs, healthcare, treats, food, collars, bowls, toys, grooming supplies, cleaning supplies, and licensing (if applicable).

- Kennel: Estimate the annual costs of kenneling the dog(s)

- Bedding: Estimate the annual costs of bedding material for the kennel and crate based on the dog's behaviors/preferences.

- Crate: Estimate the annual cost of replacement crate if anticipated.

- Healthcare: Estimate the annual costs of the following required healthcare:
  - Bi-annual veterinarian visit: one time for a check-up, one time for annual vaccinations. The veterinarian will determine the required vaccinations based on CA law.
  - Monthly heartworm and external parasite treatments.
  - Annual dental check-up and cleaning.
  - Any additional medical, health or wellness care recommended by a veterinarian.
  - Any additional medical required by the kennel.

- First Aid Kit: Estimate the annual cost of replacing used items in the vehicle first aid kit.

- Licensing: Estimate the annual cost of licensing fees.

- Food: Estimate the annual cost of daily food (required to be high performance food with 17% protein or higher).

- Treats: Estimate the annual cost of treats (because working dogs are food motivated, treats can vary, but must be whatever the dog finds valuable).

- Toys: Estimate the annual cost of enrichment toys.

- Collars/leashes: Estimate the annual cost of backup/replacement collars/leashes.

- Bowls: Estimate the annual cost of replacement water/food bowls and vehicle water bucket if necessary.

- Grooming supplies: Estimate the annual cost of shampoo, ear cleaner and additional necessary grooming supplies.

Training Supplies

Estimate the total dollar amount that will be spent on training supplies including boxes, tape, target items, non-target items and containers. *(see details below)*

- 18 of each of the five target items, purchased two times per month (average) (Target items are: mango, stone fruit, guava, citrus, apple).

- Several non-target items (including chocolate, bread, cheese, fish, toiletries). Non-target items must be stored separately from target items and will be purchased an average of one time per month.

- Containers to eliminate cross contamination of target odors (Tupperware).

- Approximately 60-100 boxes per month target training (at least 15 boxes per training session for targets--these are not reusable).

- Packing tape for training boxes.

2. Miscellaneous Supplies

Estimate the total dollar amount for supplies not covered above which may include:

- Cleaning supplies needed to clean vehicle and car crate.

- Storage bin(s) for vehicle, used to store extra leash/collar, dog first aid kit and demonstration boxes.

- Cold storage appliances for targets or held parcel perishables.

- Camera including batteries, case and memory card.

Mileage

Estimate the number of miles the Dog Team will travel during FY 14/15. Reimbursement rate is $0.56/per mile or current federal rate (http://www.irs.gov).

SCOPE OF WORK

Dog Teams Program
July 1, 2014-June 30, 2015

Appendix B

Training Sheet

USDA-APHIS-PPQ-NDDTC-Training Record

Handler:	Concentration	Container	Placement	Scoring	
Date:	High	Hard	High	+ Positive Response	(+) Handler Assist
Canine:	Medium	Medium	Low	- Non-Response	i Handler Cue
Weight:	Low	Soft	Concealed	I False Response	(-) Handler Error

County:		TARGET ODORS					NON-TARGET ODORS		
Exercise Type	Conc./ Cont./ Place.						Type	Response	Total Trials

REMARKS

SCOPE OF WORK

Dog Teams Program

July 1, 2014-June 30, 2015

Appendix C

Agricultural Canine Team Acclimation Guide

National Detector Dog Training Center
Agriculture Canine Team
Acclimation Guide

This guide was developed to serve as an aid in the acclimation of a new canine team to their work environment. The first few months of deployment should be considered a transitional period for the canine team. During initial training canine teams work in a controlled environment at the National Detector Dog Training Center (NDDTC) to acquire basic skills. Once the teams are proficient in the basic skills training is moved into simulated "real life" scenarios. Canine teams are exposed to the application pathways they will work in to prepare them for deployment. The transition to the actual working environment or duty station should be accomplished in phases. The time it takes to work through each phase will vary depending on the individual team. It is normal for a canine team to experience a drop in proficiency in the first few months. This regression should correct itself as the canine and handler become more experienced and comfortable in their working environment.

An NDDTC Training Specialist will prepare and distribute a Final Evaluation for the new canine team. This Evaluation will detail strengths of the canine team and make specific recommendations for any areas that need improvement. Handlers may contact the Training Specialist to report progress or seek advice on problem areas.

Phase One

During initial deployment at the duty station the canine must become accustomed to a new living environment. The canine will need time to adjust to a new geographical area, primary housing facility, kennel staff, type of food given, and work schedule. Observe the canine's daily routine to determine progress. Eating, drinking, elimination, and general attitude should be normal. It is very important that you visit your canine each day to determine his comfort level with his surroundings. Perform daily health check, grooming, and obedience exercises at the kennel. Your canine should not exhibit excessive anxiety when you leave. Use this time to establish a relationship with the kennel staff, and familiarize yourself with the kennel routine. You may schedule a "well dog" veterinarian exam to occur at this time.

This adjustment period will vary depending on the individual canine. It may take one day to one week for a canine to adjust to the new surroundings.

Phase Two

Introduce your canine to your colleagues and office area. Educate your colleagues on the rules of interaction with your canine before you bring the canine to work. No one other than the handler should issue commands or give primary rewards to a working canine. Identify any individuals that are uncomfortable with canines and make sure your canine is not allowed near those individuals. Do not at any time allow your canine to roam

freely off leash or jump onto chairs or couches. Do not at any time reward your canine for responding to target odors that may be present in the office. Perform daily health check, grooming, and obedience exercises. Give your canine an opportunity to adjust to the holding area at the office by leaving him there for a short period of time (ten to fifteen minutes). If you use a crate as a secondary residence at work you must give your canine a biological break at least every two hours. Your canine should not be left unattended at the office.

Staying within your county introduce your canine to a Federal Express (FedEx) and United Parcel Service (UPS) facility during down time. Expose your canine to the areas they will be working in. If you need to work on greeting strangers take this opportunity to do that. Observe your canine's behavior to judge his comfort level. Perform obedience exercises. Visit the facilities as many times during down time as necessary. Once your canine is comfortable during down time at these facilities you may visit during the sorting process. Perform obedience exercises. Identify areas to use for weekly training days.

Use this time to establish supply lists for your supervisor's approval. Canine treats, target and non target material for training, Tupperware containers for storage of training material, boxes, and filler material will be necessary.

If you are the only handler at your duty station train an assistant to help set up exercises. The assistant will need to know how to prepare and mark target boxes. They may set up exercises that are blind to you by placing boxes with the identifying marks face down. Always verify by turning box over to identify markings before rewarding your canine.

All handlers will also need to receive training on keeping statistical records. The California Department of Food and Agriculture as agreed to provide this training. Statistics should include at a minimum: days worked, facilities inspected daily, estimate of number of packages screened, total number of responses, number of positive responses, number of seizures, type and weight of seizures, any pests associated with seizures, number of demonstrations or media contact conducted, type and location of demonstrations, number of people present at demonstrations.

This adjustment period will vary depending on the individual canine. It may take two days to one week for a canine to adjust to the new surroundings.

Phase Three

When your canine is comfortable with the facilities operating begin training at a UPS facility by setting up exercises on the floor away from activity. Time your training to begin during the last 30 minutes or so of the sort. If your canine performs well move your training into UPS trucks that are partially loaded. Once your canine is performing well with little or no distraction you may begin working the sort. Watch your canine closely for signs of fatigue. Gradually build your canine's work endurance. Remember to give frequent biological breaks. Plant training aids to keep your canine motivated in the beginning. Use a fixed interval reward schedule of about every 10 minutes and

gradually work into a variable interval. Immediately inspect any containers your canine responds to.

Use this time to identify a FedEx facility that is suitable for belt work. Use this facility to develop your handling skills. Always consider safety first when evaluating a facility. Do not work the canine on a conveyer belt in an area where the canine has more range of motion than you do. Do not work the canine in an area where two conveyer belts meet. Practice with the conveyer belt off before attempting to work with the conveyer belt in motion. Reward your canine immediately on marked boxes of target material and planted training aids he responds to. Reward at the end of the run for unmarked boxes that must be inspected. Observe your canine closely for signs of fatigue. Gradually build your canine's work endurance. Remember to give frequent biological breaks. Follow the timing guidelines in the paragraph above to introduce your canine to working the moving conveyer belt.

Note any responses to non target material and use these in your scheduled training.

The time necessary for this phase will vary depending on the individual canine. It may take two weeks to a month to complete.

Phase Four

Spend one month continuing to build your canine's endurance and proficiency level. Use this time to schedule a simple media or public canine demonstration. Establish one day per week for training. Videotape training sessions and work and send to the Training Specialist.

Phase Five

You may begin introducing your canine to new facilities. The adjustment period should be very short as these facilities are all very similar. Observe your canine for signs of stress or anxiety.

Phase Six

Once you have been deployed for six months you should be very comfortable with each facility you are inspecting and your team should be operating at a high proficiency rate. Your canine should be healthy, at an ideal working weight, and motivated to work. You should be accomplished at delivering canine demonstrations and talking to the media about the canine program. Your team should have acquired many new target odors simply from exposure in the working environment. You should also be skilled at introducing new target odors if necessary. You are keeping accurate training records and reporting your monthly statistics in a timely manner.

You may now reduce your weekly training sessions to biweekly. If your canine is maintaining a high level of proficiency (85% or above) you may begin planning non-task related training sessions.

SCOPE OF WORK

Dog Teams Program
July 1, 2014-June 30, 2015

Appendix D

Dog Retirement, Adoption and Replacement Policy

RETIREMENT, ADOPTION AND REPLACEMENT POLICY

CRITERIA FOR DOG RETIREMENT

The following criteria determine whether a detector dog will continue to work or if it will need to be retired.

Ability of a Detector Dog to Work

If a dog begins to exhibit patterns of ineffectiveness (examples below), the handler will provide CDFA Interior Pest Exclusion with a history of training or work related problems and measures that have been taken to correct these problems. CDFA will work with the NDDTC in the assessment of the dog's ability to determine whether there is an option for recommending remedial training or alternative duties. Typically, the NDDTC will require training documentation, medical records, and a video tape of the dog conducting inspection in its normal working environment for an initial assessment.

Some patterns of ineffectiveness may include the following:

- Consistently low statistics
- Inability to detect certain odors
- Incompatibility of the team
- Inability to work effectively

Health Status and History

The dog's health must be evaluated by its practicing veterinarian with input from the handler. If the veterinarian recommends retirement, the recommendation must be in writing before retiring the dog.

A detector dog may be retired because of injury, disease, or age. The following list of examples may be causes for retirement; it is not inclusive.

- Dog reaches nine years of age (CDFA Interior Pest Exclusion must be notified when the dog reaches 8.5 years of age)
- Hip problems
- Back and neck problems
- Epilepsy
- Arthritis
- Psychological abnormalities
- Mental health problems
- Seizures (zero tolerance)
- Injury
- Skin conditions

ADOPTION POLICY

If it becomes necessary to retire a dog for any reason, the dog may be:

- Adopted at the local level, coordinated by the CAC (first option is always given to the handler) **OR**
- Returned to the NDDTC

Adoption at the local level requires the following documents be submitted to CDFA:

- A completed NDDTC adoption application (example attached)
- An official copy of the veterinarian's recommendation that the dog be retired

If the CAC does not, or cannot complete the adoption process at the local level, the dog may be returned to the NDDTC.

RETIREMENT, ADOPTION AND REPLACEMENT POLICY

DOG REPLACEMENT

1. The USDA/NDDTC will be responsible for dog replacement costs* within the first 12 months of County Agricultural Commissioner's (CAC) possession only when:
   - Behavioral issues make the dog unable to function in the necessary capacity (e.g. aggression)
   - Latent/unknown medical problems or illness make the dog unable to function in the necessary capacity

2. The CAC office will be responsible for dog replacement costs* when:
   - The dog becomes injured (at ANYTIME including within the first 12 months of possession)
   - Behavioral issues arise that make the dog unable to function in the necessary capacity AFTER 12 months of possessing the dog
   - Medical issues (illness or otherwise) arise that make the dog unable to function in the necessary capacity AFTER possessing the dog for 12 months

   * To replace a dog, experienced handlers will be required to attend a three-week training course at the NDDTC. Costs of the dog replacement includes:
     - $1,000 dog procurement AND
     - All related travel costs (lodging, per diem, rental car, roundtrip flight)

The situation causing the need for replacement, as outlined in #1 and #2 above, will determine who is responsible for replacement costs.

SCOPE OF WORK

Dog Teams Program
July 1, 2014-June 30, 2015

Appendix E

Canine Aggression Policy

CANINE AGGRESSION POLICY

Acts of aggression must be taken very seriously and may result in the need to retire a detector dog. However, not all situations will necessarily result in the elimination of a dog from the Program. The following definitions are general guidelines to determine if action is necessary.

Aggression
Within a given context, a behavioral display that is either appropriate or inappropriate and that is ultimately resolved by means of combative behavior or deference.

The context in which this definition should be applied is while the handler is conducting an inspection with the dog at any parcel facility.

Unacceptable behavior
Any unprovoked attack to the handler or another person at any time or place.

Behaviors to be Concerned About
Body posturing to indicate defensiveness, possession, and or a protective manner.

If a dog exhibits any behavior as described above, or behavior that is questionable, immediately notify CDFA, remove the dog from the work environment, and do not return the dog to work until approved by CDFA. It is important to collect a detector dog aggression report (example on page 3) from each individual who witnessed the incident in its entirety.

If a situation involves physical injury follow the steps below:
If any person (including a handler, a kennel worker, or parcel facility employee) is allegedly bitten by a detector dog or if the detector dog shows any aggression toward a person, then do the following:

1. If the dog behaves aggressively, immediately remove it from the work environment and contact CDFA's Interior Pest Exclusion.
2. Secure the dog in a crate until you can take it to the veterinarian for a physical exam. The medical evaluation should be conducted within 48 hours and should include tests for hormonal balance, structural or soft tissue pain or discomfort, a neurological consultation, urine metabolite screening (especially for excessive levels of glutamine, associated with neuronal death) and allergies.
3. If someone is bitten or is allegedly bitten, take the person to a quiet place, such as an office. Call emergency medical service and administer first aid, if necessary. If there is bleeding, use precautions.
4. Get the following information about the person who was allegedly bitten:
    a. Name
    b. Address
    c. Other pertinent information—medications used, permanent residence or temporary residence while in the United States. Make a copy of driver's license or passport.
    d. If the person refuses emergency medical service, make note of the refusal. Try to get the person's signature on a statement of refusal of emergency medical service.
    e. Have the individual and all witnesses complete the detector dog aggression report.
    f. Photograph the injury if possible.

CANINE AGGRESSION POLICY

5. If the person goes to a hospital, notify the appropriate county contact. Each handler should have the telephone number for the appropriate county contact available in case it is needed. Record the number at the end of this section.
6. Direct the victim to complete the appropriate county claim form for injury. Ensure the victim is given necessary information to return the form.
7. Write a detailed detector dog aggression report as soon as possible. Each county must decide and communicate the protocol for notifying management after normal working hours.
8. Submit the complete packet to county management and CDFA **within 72 hrs. of the incident.** Await further instructions regarding the detector dog.
9. Do not allow the detector dog back into service until approved by CDFA. The incident will have to be investigated thoroughly.
10. CDFA will communicate the aggressive incident or bite to the NDDTC.

Detector Dog Aggression Report

Name _____ Canine _____
Duty Location _____ Phone _____
Date/Time of Statement _____ Date/Time of Incident _____

Please answer the following questions regarding the incident:

1. Did you witness the incident? Yes _____ No _____

2. What type of incident was it?

Any form of aggression towards the detector dog _____

Re-directed aggression _____

Medical reason (i.e. seizure) _____

Other (i.e. food grabbing) _____

3. Was there a wound as a result of the incident? Yes _____ No _____

If yes, was the skin broken? Yes _____ No _____

If yes, was medical attention required? Yes _____ No _____

Describe the injuries in detail _____

_____

_____

4. Was the dog assaulted as a result of this incident? Yes _____ No _____
- If yes, complete a Detector Dog Assault Report.

5. Were there other witnesses to the incident? Yes _____ No _____

If yes, please list the witnesses' names and contact numbers on a separate piece of paper, attached to this report. If possible, have them fill out a separate Detector Dog Aggression Report and attach to this form.

Describe your observation of the incident in detail (attach sheet if needed).

Attach any photographs.

SCOPE OF WORK

Dog Teams Program
July 1, 2014-June 30, 2015

Appendix F

County Monthly Invoice

(County Letterhead)

California Department of Food and Agriculture
Plant Health and Pest Prevention Services
Attn: Jennifer DeBernardi
1220 N Street, Rm 325
Sacramento, CA 95814

California Dog Teams
Agreement #
Budget Display FY 2014/2015
Invoice for Period from 07/01/2014 to 06/30/2015

Personnel Services

Name/Classification	Hours	Hourly Rate	Total Salaries	Totals
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
Total Hours	0.00	Total Salaries	0.00	
			Total Personnel Services	0.00
			Indirect (up to 25% of Personnel Services)	0.00
			Total Personnel Costs:	0.00

Operating Expenses

Travel	0.00
Handler Uniform	0.00
Printing/Mailing	0.00
Canine Care	0.00
Training Supplies	0.00
Misc. Supplies	0.00
Total Operating Expenses:	0.00

Vehicle Usage	**Miles**	**Rate**	
Vehicle Mileage =	0.00	0.000	0.00
		Total Mileage Cost:	0.00

Total Operating Expenses	0.00
Grand Total:	0.00

Agreement Amount	0.00
Billed to Date	0.00
Balance	0.00

EXHIBIT B

BUDGET AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

   A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Recipient for actual allowable expenditures incurred in accordance with this Agreement and stated herein, which is attached hereto and made a part of this Agreement.

   Original invoices must include the Agreement Number, dates-of-service, type of work performed, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

   B. Unless stated in Exhibit A, Scope of Work, monthly invoices must be submitted within thirty (30) days after the end of each month in which work under this Agreement was performed to the CDFA Agreement Manager.

   C. A final invoice will be submitted for payment no more than thirty (30) days following the expiration date of this Agreement, unless an alternate deadline is agreed to by the CDFA Agreement Manager. The invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.

2. **Budget Contingency Clause**

   If funding for any fiscal year is reduced or deleted for purposes of this program, the State will have the option to either cancel this Agreement with no liability occurring to the State, or offer to amend the Agreement to reflect the reduced amount.

3. **Prompt Payment Clause**

   Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 – The California Prompt Payment Act.

4. **Allowable Line Item Shifts**

   The Recipient must obtain written approval from the CDFA Agreement Manager for any line-item shifts.

5. **Allowable Expenses/Fiscal Documentation**

   A. The Recipient will comply with all applicable State and Federal regulations including, but not limited to, the Code of Federal Regulations (7 CFR 3015, 3016 and 3019) and allowable cost principles found in 2 CFR 220, 225 and 230 or Federal Acquisition Regulation 48 CFR 31.2.

   B. The Recipient will maintain adequate documentation for expenditures subject to this Agreement to permit the determination of the allowability of expenditures reimbursed by the State under this Agreement. If CDFA cannot determine expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to generally accepted accounting principles, the CDFA may disallow the expenditure.

   C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in Title 2, California Code of Regulations, Sections 599.619 and 599.630.

   D. If international travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations. All international travel must comply with the "Fly America Act" U.S.C. Title 49 § 40118, government-financed air transportation.

   E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

6. **Budget**

   For a detailed budget for all work to be performed under the Scope of Work, see attached Budget.

Personnel Cost Work Sheet
Dog Team Program
FY 2014/2015
July 1, 2014 through June 30, 2015

County: Los Angeles

Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
Agriculture/Weights & Measures Inspector II (Dog Handler 1)	$34.50	$21.68	$56.18	1760	$98,876.80
Agriculture/Weights & Measures Inspector I (Dog Handler 2)	$34.50	$21.68	$56.18	1760	$98,876.80
Agriculture/Weights & Measures Inspector II (Assistant 1)	$34.50	$21.68	$56.18	1221	$68,595.78
Agriculture/Weights & Measures Inspector II (Assistant 2)	$34.50	$21.68	$56.18	1221	$68,595.78
Agriculture/Weights & Measures Inspector III (Supervisor)	$38.45	$24.16	$62.61	880	$55,096.80
Deputy Agricultural Commissioner (Manager/Administrator)	$52.19	$32.80	$84.99	440	$37,395.60
			Total:	7,282	$427,437.56

Work Plan Summary
Dog Team Program
FY 2014/2015
July 1, 2014 through June 30, 2015

County: Los Angeles
Contract Manager Ed Williams

Expenses	Description			Total
Personnel Costs for Dog Team Activities	Inspections of parcel facities and other activities	**Total Activity Hours:**	7,281	**$427,437.56**
Overhead Costs	Indirect Costs (Not to exceed 25% of Total Personnel Costs)	**Overhead Percentage:**	25%	**$106,859.39**
Operating Expenses	All supply/equipment costs exceeding $5000.00 must be accompanied by a itemized list of items to be purchased.	**Itemized Supply List Required (Y/N):**	N	**$32,699.81**
Mileage	Mileage rate must be $0.56, or current federal rate (http://www.irs.gov).	**Estimated Miles:**	51000	**$28,560.00**
		Rate Per Mile:	0.56	
		TOTAL COST:		**$595,556.76**

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **Approval**
This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for work performed prior to the commencement date or completed after the termination date of this Agreement.

2. **Assignment**
This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the CDFA, in the form of a form of writing.

3. **Indemnification**
The Recipient agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Recipient in the performance of this Agreement.

4. **Disputes**
The Recipient will continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient will file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. The Notice of Dispute will contain the Agreement number. Within ten (10) days of receipt of the Notice of Dispute, the Agency Secretary, or Designee, will meet with the Recipient, CDFA Program Management, and Federal Funds Management for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee will be final. In the event of a dispute, the language contained within this Agreement will prevail.

5. **Potential Contractors**
The Recipient must obtain prior approval from the CDFA Agreement Manager before hiring contractors, consultants or both. Recipient must follow their organization's written procurement policy and in the absence of a written policy, the organization must conduct a competitive bid process. All contractors must have the proper licenses/certificates required in their respective disciplines.

   If the Recipient contracts for a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise, will create any contractual relation between the State and any contractors, and no contract will relieve the Recipient of their responsibilities and obligations hereunder. The Recipient agrees to be as fully responsible to the State for the acts and omissions of its contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient. The Recipient's obligation to pay its contractors is an independent obligation from the State's obligation to make payments to the Recipient. As a result, the State will have no obligation to pay or to enforce the payment of any moneys to any contractor.

6. **Independent Recipient/Contractor**
The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, will act in an independent capacity and not as officers or employees or agents of the State.

7. **Non-Discrimination Clause**
During the performance of this Agreement, Recipient and its contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, and denial of family care leave.

   The Recipients and contractors will insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and contractors will comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Recipient and its contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement.

   The Recipient will include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

8. **Governing Law**
This Agreement is governed by and will be interpreted in accordance with all applicable Federal and State laws.

9. **Unenforceable Provision**
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and will not be affected thereby.

10. **Excise Tax**
The State of California is exempt from Federal excise taxes and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

11. **Right to Terminate**
CDFA reserves the right to terminate this Agreement subject to thirty (30) days written notice to the Recipient. The Recipient may submit a written request to terminate this Agreement only if CDFA substantially fails to perform its responsibilities as provided herein. However, the Agreement can be immediately terminated for cause.

12. **Termination for Cause**
The State may terminate this Agreement and be relieved of any payments should the Recipient fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed necessary by the State. All costs to the State will be deducted from any sum due the Recipient under this Agreement and the balance, if any, will be paid to the Recipient upon completion of the work.

13. **Reporting Requirements**
The Recipient agrees to complete all reporting requirements listed in Exhibit A, Scope of Work.

14. **Publicity and Acknowledgement**
The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material.

15. **Amendments**
Changes to Exhibit A, Scope of Work, Exhibit B, Budget, or the Agreement term, must be requested in writing to the CDFA Agreement Manager via letter, fax or email no later than thirty (30) days prior to the requested implementation date. CDFA Agreement Manager will respond in writing via letter, fax or email as to whether the proposed changes are accepted. Any changes to the Scope of Work, Budget, or Agreement term must be approved in writing by CDFA prior to implementation If approved by CDFA, the agreed upon changes will be made and become part of this Agreement.

16. **Memorandum of August 2009**
The County agrees to abide by Articles 3 through 13 of the Memorandum of Understanding (MOU) agreed to between the California Department of Food and Agriculture (CDFA) and the United States Department of Agriculture (USDA), Animal and Plant Health Inspections Services Plant Protection and Quarantined signed by CDFA August 2009. The Articles in the MOU provide for cooperation, of the parties involved in plant protection and quarantine programs and activities directed at plant pests and noxious weeds of mutual concern to the USDA and California. The Articles outline authorities, codes and sections under which cooperation will be met, including data sharing responsibilities, limitations and confidentiality under Section 1619 of the Food, Conservation, and Energy Act of 2008.

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

The Recipient will comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including 7 CFR Part 1291 and as follows:

1. Civil Rights

The Recipient will comply with civil rights standards which may be prescribed pursuant to the following:

A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
F. Executive Order 11246; and
G. Americans with Disabilities Act, Public Law (P.L.) 101-366.

2. Labor Standards

The Recipient will comply with labor standards which may be prescribed pursuant to the following:

A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500899;
B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
C. Contract Work Hours and Safety Standards Act, 40 USC 327, as implemented at 29 CFR Part 5, 1926.

3. Environmental Standards

The Recipient will comply with environmental standards which may be prescribed pursuant to the following:

A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
B. Notification of violating facilities pursuant to EO 11738;
C. Protection of wetlands pursuant to EO 11990;
D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and,
H. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

4. Single Audit Act Amendments of 1996

The Recipient will comply with single audit act requirements which may be prescribed pursuant to the following:

A. Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

5. Drug-Free Environment

The Recipient will comply with drug-free environment standards which may be prescribed pursuant to the following:

A. §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose.

6. Lobbying Restrictions

The Recipient will comply with lobbying restriction standards which may be prescribed pursuant to the following:

A. Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 7 CFR Part 3018.

7. **Intergovernmental Review**
The Recipient will comply with intergovernmental review standards which may be prescribed pursuant to the following:

A. Executive Order 12372, as implemented at 7 CFR part 3015, subpart V; and
B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

8. **Confidentiality**
The Recipient will comply with confidentiality standards which may be prescribed pursuant to the following:

A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 3019; and
B. Privacy Act, 5 USC 552a.

9. **Conservation in Procurement**
The Recipient will comply with procurement standards which may be prescribed pursuant to the following:

A. Resource Conservation and Recovery Act, 42 USC 6962 and Executive Order 12873, as implemented at 40 CFR Part 247.

10. **Debarment, Suspension, Criminal or Civil Convictions**
The Recipient and its principals will comply with debarment and suspension standards which may be prescribed pursuant to the following:

A. Executive Order 12549, as implemented at Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities.

The Recipient will further agree to provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances; and will require recipients of lower-tier covered transactions under this Agreement to similarly certify (Executive Order 12549, as implemented by 7 CFR Part 3017, Section 3017.510, Participants' responsibilities).

11. **Crimes and Prohibited Activities**
The Recipient will comply with crimes and prohibited activities standards which may be prescribed pursuant to the following:

A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
B. False Claims Act, 31 USC 3729; and
C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

12. **Biosafety in Laboratories**
The Recipient will comply with laboratory biosafety standards which may be prescribed pursuant to the following:

A. *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

13. **Conflicts of Interest**
The Recipient will comply with conflict of interest standards which may be prescribed pursuant to the following:

A. Agency implementations, i.e., 45 CFR Part 94; and OMB Circular A-21.

14. **Patents and Copyrights**
The Recipient will comply with patent and copyright standards which may be prescribed pursuant to the following:

A. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401.

The Recipient agrees that CDFA and the United States Department of Agriculture (USDA) will have the right to use any copyrighted material or trademarks developed under this Agreement without royalty and may do so in cooperation with other public agencies.

The Recipient agrees that the results of this project may be published by USDA, CDFA or by appropriate contractors or cooperators as mutually agreed.

15. Care and Use of Laboratory Animals

The Recipient will comply with the care and use of laboratory animal standards which may be prescribed pursuant to the following:

A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR Sub Chapter A, Parts 1-4.

16. Seat Belt Use

The Recipient will comply with seat belt use standards which may be prescribed pursuant to the following:

A. Highway Safety Act of 1966 as amended (23 USC 402-03);
B. Government Organization and Employees Act as amended (5 USC 7902(c));
C. Occupational Safety and Health Act of 1970 as amended (29 USC 668); and
D. Increasing Seat Belt Use in the United States (Executive Order 13043).

17. All Other Federal Laws

The Recipient will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program, including 7 CFR Part 1291.