

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

19-0266-006-SF

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

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF SAN BERNARDINO

2. The Agreement Term is: July 1, 2019 through June 30, 2020

3. The maximum amount of this Agreement is: \$192,086.00

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

Exhibit A: Prime Award Information 2 Page(s)
Recipient and Project Information

Exhibit B: General Terms and Conditions 4 Page(s)

Exhibit C: Payment and Budget Provisions 1 Page

Exhibit D: Federal Terms and Conditions 3 Page(s)

Attachments: Scope of Work and Budget

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

RECIPIENT

RECIPIENT'S NAME (Organization's Name)

COUNTY OF SAN BERNARDINO

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Curt Hagman, Chairman

ADDRESS

777 E Rialto Avenue, San Bernardino, CA 92415-0720

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

**1220 N STREET, ROOM 120
SACRAMENTO, CA 95814**

LB

EXHIBIT A**PRIME AWARD INFORMATION**

Federal Agency:	USDA / APHIS / PPQ
Federal Agreement Number:	19-0266-000-FR
Catalog of Federal Domestic Assistance Number(s):	10.025
Total Amount Awarded to CDFA:	\$3,510,536.00
Effective Dates:	7/1/2019 through 6/30/2020

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 insect species, diseases, or other harmful organisms that may pose a threat to agriculture and the environment. Food and Agricultural Codes: Division 2, Article 8, Section 2282.5; Division 4, Part 2, Chapter 1, Article 1, Section 6303; and Division 4, Part 2, Chapter 2, Article 1, Section 3401.

Project Title: Detector Dog Team Program

2. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Wendi Wilkinson	Name: Roberta Willhite
Division/Branch: PHPPS / PEST EXCLUSION	Organization: COUNTY OF SAN BERNARDINO
Address: 1220 N Street	Address: 777 E Rialto Avenue
City/State/Zip: Sacramento, CA 95814	City/State/Zip: San Bernardino, CA 92415-0720
Phone: 916-654-0312	Phone: 909-387-2105
Email Address: wendi.wilkinson@cdfa.ca.gov	Email Address: awm@awm.sbcounty.gov

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Jennifer Debernardi	Name: Allen Lampman
Division/Branch: PHPPS / PEST EXCLUSION	Organization: COUNTY OF SAN BERNARDINO
Address: 1220 N Street	Address: 777 E Rialto Avenue
City/State/Zip: Sacramento, CA 95814	City/State/Zip: San Bernardino, CA 92415-0720
Phone: 916-654-0312	Phone: 909-386-8336
Email Address: jennifer.debernardi@cdfa.ca.gov	Email Address: alampman@awm.sbcounty.gov

**FISCAL CONTACT FOR RECIPIENT
(if different from above):**

Name:	Monique Hernandez
Organization:	COUNTY OF SAN BERNARDINO
Address:	777 E Rialto Avenue
City/State/Zip:	San Bernardino, CA 92415-0720
Phone:	909-387-2105
Email Address:	Monique.Hernandez@awm.sbcounty.gov

4. RECIPIENT: Please check appropriate box below:

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

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 activities 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 CDFA Agreement Manager or designee in the form of a formal written amendment.

3. Governing Law

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

4. State and Federal Law

It is the responsibility of the Recipient to know and understand which state, federal, and local laws regulations, and ordinances are applicable to this Agreement and Project. Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

5. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

6. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

7. Mutual Liability

Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

8. 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.

9. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. All Contractors/Consultants shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

10. 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 or mental disability, medical condition, age, marital status, and denial family care leave.

The Recipient and Contractors will ensure 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 (Government Code Section 12990 *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 must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11. 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 CDFA 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.

12. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

13. Right to Terminate

This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

14. Termination for Cause

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancellable obligations.

15. Force Majeure

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, or similar occurrences.

16. Suspension of Payments

Reimbursement under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if CDFA determines that Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) calendar days of the date of notification, and addressed to CDFA, Legal Hearing and Appeals Office or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Hearing and Appeals Office
1220 N Street
Sacramento, CA 95814

17. Breach Provisions

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that Recipient is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Recipient has failed in any other respect to comply with the provisions of this Agreement, and if Recipient does not remedy any such failure in a reasonable manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision not to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

If CDFA notifies Recipient of its decision to withhold the entire funding amount from Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

18. 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, publications, audiovisuals, presentations or other types of promotional material in accordance with the Grant Procedures Manual, if applicable. Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget or the Project term, must be requested in writing to CDFA Grant Administrative Contact no later than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual, if applicable.

22. Equipment

The Recipient must comply with the requirements and procedures regarding the use, maintenance, disposition, and reporting of equipment in accordance with the Scope of Work and/or Grant Procedures Manual, if applicable.

23. Closeout

The Agreement will be closed out after the completion of the project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

24. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is exempt from public release. If CDFA deems the data exempt, it shall maintain such information as confidential and notify the Recipient of any requests for release of the information.

25. Property Damage Claims Process

Should a property owner claim damages arising under, related to or involving this Agreement, the Recipient shall forward the property owner's written request for compensation to the CDFA Agreement Manager. The written request shall be fully supported by factual information. The Agency Secretary or designee will have thirty (30) calendar days after receipt of the written request to render a written decision. If a written decision is not rendered within thirty (30) calendar days after receipt of the request or the property owner disputes the CDFA's decision, the property owner may file a claim with the California Department of General Services.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

27. Plant Protection Act Memorandum of Understanding

The Recipient 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 Quarantine executed on May 6, 2019. 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 (Section 1619 was codified into law 7 USC §8791).

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, 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.
- C. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. Mileage reimbursement for using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.
- 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 The Federal Travel Regulations and Federal Per Diem Rate Schedule.
- D. If foreign 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.
- 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.
- F. 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 200 or Federal Acquisition Regulation 48 CFR 31.2.

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. Budget Contingency Clause

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

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

1. Civil Rights

The Recipient must comply with civil rights and nondiscrimination standards 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 (EO) 11246; and
- G. Americans with Disabilities Act, (PL 101-366).

2. Labor Standards

The Recipient must comply with labor standards pursuant to the following:

- A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
- 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.

3. Environmental Standards

The Recipient must comply with environmental standards pursuant to the following:

- A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
- 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 USC §§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 USC §§7401 *et seq.*);
- G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
- H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

4. Drug-Free Environment

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

5. Restrictions on Lobbying and Political Activities

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

6. Officials Not to Benefit

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

7. Trafficking in Persons

The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

8. Intergovernmental Review

The Recipient must comply with intergovernmental review standards 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.

9. Confidentiality

The Recipient must comply with confidentiality standards pursuant to the following:

- A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
- B. Privacy Act, 5 USC 552 (a).

10. Conservation in Procurement

The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

11. Debarment, Suspension, Criminal or Civil Convictions

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must 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 must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See www.sam.gov to determine debarment and suspension status.

12. Crimes and Prohibited Activities

The Recipient must comply with crimes and prohibited activities standards 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.

13. Biosafety in Laboratories

The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

14. Conflicts of Interest

The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

15. Inventions, Patents, Copyrights and Project Results

A. The Recipient must comply with invention and patent standards pursuant to the following:

- 1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
- 2. The Plant Variety Protection Act, 7 USC 2321 *et seq.*

B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:

- 1. Reports all subject inventions to CDFA;
- 2. Makes efforts to commercialize the subject invention through patent or licensing;
- 3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
- 4. Formally grants the Federal government and CDFA a limited use license to the subject invention.

C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

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

16. Care and Use of Laboratory Animals

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

- A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
- B. Marine Mammal Protection Act, 16 USC 1361-1407.

17. Fly America Act

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

18. Motor Vehicle Safety

The Recipient must comply with seat belt use standards pursuant to the following:

- A. Highway Safety Act of 1966 as amended (23 USC 402-403);
- 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 (EO 13043).
- E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. All Other Federal Laws

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SCOPE OF WORK

California Agricultural Detector Dog Team Program

July 1, 2019 - June 30, 2020

The county agrees to perform California Agricultural Detector 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
2. FAC Division 4, Part 2, Chapter 1, Article 1, Section 6303
3. FAC Division 4, Part 2, Chapter 2, Article 1, Sections 6401

This agreement is inclusive of the county's agreement to perform activities approved by the CDFA as described in the attached projected work plan (budget and personnel cost worksheet), monthly invoice, and by this reference made a part hereof.

Key actions to be conducted under this agreement include:

SECTION 1: PERSONNEL ACTIVITIES

- A. Pest Surveillance/Dog Inspection
- B. Dog Team Maintenance
- C. Data Entry/Sample Submission
- D. Other (communication, training, administrative support)

SECTION 2: NONPERSONNEL

- A. Supplies/Equipment
- B. Vehicle/Mileage

SECTION 3: REPORTING/INVOICING

- A. Monthly Activity Report
- B. Invoicing/Reimbursement

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/Dog Inspection

1. Each dog team (defined as one dog and one handler) will conduct surveillance inspections at parcel sectional centers such as those operated by United States Postal Service (USPS), Federal Express (FedEx), and United Parcel Service to

provide parcel inspection services related to plant products entering the state of California.

2. 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.
3. The county shall adhere to the California Detector Dog Team Program Policy Manual that defines program internal policies to guide decision making and to establish consistent and uniform expectations for the use of dogs.
4. The county must report detection of live suspect Tephritid fruit fly larvae to the Pest Exclusion (PE) branch within 24 hours.
5. The county must use the USDA/SITC Referral Form (SO-155) to report interceptions that involve federal quarantine violations and/or pest finds.
6. The county will take digital photographs and keep records of rejected/seized parcels.

B. Dog Team Maintenance

1. The county must obtain and maintain the dog as detailed in the Dog Team Work Plan Policies (**Appendix A**), including any additional medical, health, or wellness care recommended by a veterinarian. The CDFA must be notified immediately if there is a health issue with a dog.
2. The county is responsible for providing appropriate training for the dog, dog handler, and their staff for all activities associated with the California Detector Dog Team Program. The county will test and document the pest detection accuracy of each dog team at least once a month by using the provided USDA-APHIS-PPQ-NDDTC-Training Record (**Appendix B**). In addition to individual team training, counties must coordinate regional training for multiple teams. Training records must be submitted to the PE branch by the end of each month.
3. The county must follow acclimation guidelines for new dogs provided by the National Detector Dog Training Center, Agriculture Dog Team Acclimation Guide (**Appendix C**).
4. The county must determine the need to retire a dog, the steps to take in case of dog injury or illness, and adoption procedures by following the Dog Retirement, Adoption, and Replacement Policy (**Appendix D**).
5. In the event of an act of aggression by a dog, the county must immediately implement steps outlined in the Dog Aggression Policy (**Appendix E**) and immediately report the aggression to the CDFA.

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

1. **Dog Team Database:** Dog handlers are required to enter information into the Dog Team Database (http://phpps.cdfa.ca.gov/pe/PSCIT-CS2/PscitOfficerTotals_cs.aspx) daily and not more than 72 hours after work has been conducted as per Pest Exclusion Advisory No. 04-2009.

2. **Pest Exclusion Information Management (PEIM):** The county must complete a Notice of Rejection (NOR) using the PEIM database available on the CDFA Extranet site (<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.
3. **Pest and Damage Record (PDR) Submission:** The county must send all samples to the CDFA Plant Pest Diagnostics Center (PPDC) located at 3294 Meadowview Road, Sacramento, CA 95832 for identification. The county must complete an electronic copy of the CDFA's PDR on the CDFA's Extranet site. A hard copy of the PDR must accompany the samples to the PPDC. "Dog Team" must be selected as the <Program> for each PDR submitted to the PPDC for this program.
4. **USPS Records:** All counties working in a USPS location must ensure that the USPS Record Excel spreadsheet is submitted electronically to the CDFA no later than the fifth day of each month. The USPS Record Excel template is available on the CDFA Extranet site (<https://pdr.cdfa.ca.gov/pe/peim/peimmainmenu.aspx>).

D. Other (communication, training, administrative support)

1. The county is encouraged to utilize the dog team for public outreach whenever possible and to coordinate such outreach with the CDFA Public Affairs Unit.
2. The county is responsible for coordinating with another county agricultural commissioner's office when performing inspections at a facility in another county.
3. The county will participate in conference calls with the PE branch as necessary.

SECTION 2: NONPERSONNEL

A. Supplies/Equipment

1. **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 California Detector 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, organization tools, outreach materials, and paraphernalia.
2. **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 California Detector 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, cell phones, information technology equipment and systems, air conditioning equipment, and reproduction and printing equipment.

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

B. Vehicle/Mileage

1. The mileage reimbursement rate used on the monthly invoice must be the same as the rate in the work plan. If the federal mileage reimbursement rate fluctuates during the agreement period, counties will submit invoices for the current federal rate.
2. The counties must maintain a single vehicle log per vehicle and all mileage must be recorded daily with an indication of which program the vehicle was used for and the name of the driver. Vehicle logs must be maintained on a monthly basis.

SECTION 3: REPORTING/INVOICING

- A. Monthly Activity Report:** The county must utilize the online County Monthly Report (CMR) system (<https://secure.cdfa.ca.gov/egov/crs/login.aspx>) to submit a monthly activity report for the California Detector Dog Team Program. Monthly activity reports must 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 must submit a monthly itemized invoice using the County Monthly Invoice (**Appendix F**) on county letterhead. Invoices must be submitted to the CDFA no later than thirty days after the end of the coinciding reporting period.
1. **Allowable Costs:** All invoiced expenses must fall within the parameters of the scope of work and work plan and must be directly related to administering and conducting California Detector Dog Team Program-related activities. Indirect costs must not exceed 25% of total "Personnel Costs".
 2. **Monthly Activity Report Required for Reimbursement:** Invoices will not be paid until submission of the online CMR is verified. Hourly rates on the work plan must match the personnel hours invoiced on the corresponding monthly invoice.
 3. **Hourly Rates on Invoices:** Invoices must reflect the actual hourly rates (salary and benefits) per individual/classification that worked on the program.
 4. **Personnel on Invoice Must Match Work Plan:** Invoices must reflect work performed by individuals whose classifications must be listed on the work plan.
 5. **Documentation:** Documentation (including purchase receipts) for expense reimbursement does not need to be submitted to the CDFA but must be retained by the county and be made available upon request for audit purposes.
 6. **Substantiation of Costs:** All personnel salary costs must be properly tracked or allocated to the cooperative agreement in accordance with Office of Management and Budget requirements and Federal cost principles. Please be sure that personnel costs can be traced back to original documents detailing the account to which personnel hours are billed. In addition, all invoiced personnel costs must match the work plan.

If the county plans to seek reimbursement for vehicle mileage, the documentation for mileage reimbursement must be tracked separately from all other programs and documentation must be available to support the reimbursement. In addition, all invoiced vehicle costs must match the work plan. On a related note, mileage rates used on invoices must be the same as contained in the work plan or reflect the current

federal mileage rate. The CDFA will send an email that will notify counties of new rates if the federal mileage rate changes during the term of the agreement.

All other expenses (travel, supplies, communications, miscellaneous supplies) for which the county will seek reimbursement under the agreement shall be directly related to the cost of administering and conducting the program. Documentation must be available to support the reimbursement. In addition, all invoiced expenses must match the work plan.

The following citation for uniform administrative requirements, cost principles, and audit requirements is applicable to your agency/organization.

State, Local, and Indian Tribal Governments:

- 2 CFR 200, Uniform administrative requirements, cost principles, and audit requirements for federal awards

- 7. Monthly Invoice Questions/Submission:** Questions about reimbursements must be directed to Wendi Wilkinson via email or by calling (916) 654-0312. Questions about invoicing must be directed to Jennifer DeBernardi via email or by calling (916) 654-0312. Invoices must be submitted via email to Jennifer DeBernardi at jennifer.debernardi@cdfa.ca.gov.

Dog Team Work Plan Policies

July 1, 2019 – June 30, 2020

General Policies

These policies are for counties renewing their California Detector Dog Team Program agreement with the California Department of Food and Agriculture (CDFA). In this document, a dog team is one dog and one handler. A county may conduct a voluntary pilot protocol on the program's behalf. Other counties may additionally volunteer to participate in the pilot protocol. The counties should estimate that work plan activities will occur for the entire 12 months of the agreement period. With the exception of the vehicle mileage rate, all figures on the work plan must be whole numbers. 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 the region that will be visited during this agreement period, 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 must include carriers other than those listed and/or carriers listed above within the region but outside of the contracting county. It is the responsibility of the county to ensure personnel meet requirements and obtain parcel facility and other sensitive site security clearances.

Other Personnel Expenses

- **Support Staff:** As needed, estimate the annual costs for a second person to assist the dog team with the inspection of parcels. At the discretion of each county, the second person may be a county biologist/inspector or an 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 support staff person from their own staff, that person would not be able to be charged to this agreement.

- **Community Outreach:** Estimate the number of hours that will be spent conducting community outreach including demonstrations, appearances, community workshops, and public relations.
- **Dog Care (Time):** Estimate the number of hours that will be spent by the handler taking care of the dog including grooming activities, exercising, and bathing.
- **Training:** Estimate the hours a handler spends being trained and training their dog. Specific training activities may include:
 - Annual recertification conducted regionally by the National Detector Dog Training Center (NDDTC).
 - United States Postal Service (USPS) training and certification conducted regionally by the NDDTC.
 - The CDFA training--data entry training and Pest Prevention University (eight hours annually are recommended).
 - Target training with the dog (at least 16 hours per month are recommended).
- **Data Entry:** Estimate the time the handler, support staff, or designated staff spend entering data in the Dog Team database (daily), Pest and Damage Record database, Notice of

Rejection database, maintaining/submitting the 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 the county's total expected percentage of indirect costs for personnel services (must not to exceed 25%).

Operating Expenses

Travel: Estimate the total amount to cover travel expenses that may be incurred during this agreement period 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 a county plans to retire and replace a dog in this agreement period, estimate the following travel costs for the handler:
 - Four-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, outreach materials, stickers, and program documents such as training records.

Dog Care: Estimate the total dollar amount for dog procurement costs, 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 dogs.
- **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:
 - Biannual veterinarian visit: one time for a check-up and one time for annual vaccinations. The veterinarian will determine the required vaccinations based on California 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 care required by the kennel.
- **First Aid Kit:** Estimate the annual cost of replacing used items in the vehicle's 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 may 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, nontarget items, and containers.

- Target items include mango, stone fruit, guava, citrus, and apple. 18 of each of the five target items, purchased two times per month on average.
- Several nontarget items include chocolate, bread, cheese, fish, and toiletries. These 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.

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

- Cleaning supplies needed to clean the vehicle and car crate.
- Storage bins for the vehicle, used to store extra leash/collar, dog first aid kit and demonstration boxes.
- Cold storage appliances for targets or held parcel perishables.
- Outreach material and paraphernalia

Equipment Supplies: Cost equal to or more than \$100 and useful life of more than one year. Written United States Department of Agriculture approval is required if unit cost is \$5,000 or more.

- Camera including batteries, case, and memory card.
- Inspection tools, including dissection scope, microscope, and spectrometers.

- Phone number look up services and membership fees.
- Office equipment, office furnishings, and modular offices.
- Telephone networks and cell phones.
- Information technology equipment and systems.
- Air conditioning equipment.
- Reproduction and printing equipment.

Mileage: Estimate the number of miles the dog team will travel during this agreement period. The reimbursement rate must be the same as the rate on the work plan or current federal rate (<https://www.gsa.gov/travel/plan-book/transportation-airfare-rates-pov-rates-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates>).

USDA-APHIS-PPQ-NDDTC-Training Record

[illegible]

REMARKS

National Detector Dog Training Center (NDDTC) Agriculture Dog Team Acclimation Guide

This guide was developed to serve as an aid in the acclimation of a new dog team to their work environment. The first few months of deployment should be considered a transitional period for the dog team. During the initial training, dog teams work in a controlled environment at the NDDTC to acquire basic skills. Once the dog teams are proficient in the basic skills training, "real life" scenarios are simulated. Dog teams are exposed to the application pathways that 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 dog team to experience a drop in proficiency in the first few months. This regression should correct itself as the dog and handler become more experienced and comfortable in their working environment.

A NDDTC Training Specialist will prepare and distribute a Final Evaluation for the new dog team. This evaluation will detail strengths of the dog 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 dog must become accustomed to a new living environment. The dog will need time to adjust to a new geographical area, primary housing facility, kennel staff, type of food provided, and work schedule. The handler should observe the dog's daily routine to determine progress. Eating, drinking, elimination, and general attitude should be normal. It is very important that the handler visit their dog each day to determine his/her comfort level with his/her surroundings. The handler should perform daily health checks, grooming, and obedience exercises at the kennel. The dog should not exhibit excessive anxiety when the handler leaves. The handler must use this time to establish a relationship with the kennel staff and familiarize themselves with the kennel routine. The handler may schedule a "well dog" veterinarian exam to occur at this time.

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

Phase Two

The handler should introduce the dog to their colleagues and office area. The handler should educate their colleagues on the rules of interaction with their dog before bringing the dog to work. No one other than the handler should issue commands or give primary rewards to a working dog. The handler should identify any individuals that are uncomfortable with dogs and make sure that their dog is not allowed near those individuals. Do not at any time allow the dog to roam freely off leash or jump onto chairs or couches. Do not at any time reward the dog for

responding to target odors that may be present in the office. Perform daily health checks, grooming, and obedience exercises. The handler should give their dog an opportunity to adjust to the holding area at the office by leaving him/her there for a short period of time (10 to 15 minutes). If using a crate as a secondary residence at work, the handler must give their dog a biological break at least every two hours. The dog should not be left unattended at the office.

Staying within the county, the handler should introduce their dog to a FedEx and United Parcel Service (UPS) facility during down time. The dog should be exposed to the areas they will be working. If the handler needs to work on greeting strangers, take this opportunity to do that. Observe the dog's behavior to judge his/her comfort level. Perform obedience exercises. Visit the facilities as many times during down time as necessary. Once the dog is comfortable during down time at these facilities, the handler 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 the handler's supervisor's approval. Dog treats, target, and nontarget material for training, Tupperware containers for storage of training material, boxes, and filler material will be necessary.

If a handler is the only handler at their 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 the handler by placing boxes with the identifying marks face-down. Always verify by turning the box over to identify markings before rewarding the dog.

Handlers will also need to receive training on keeping statistical records. The California Department of Food and Agriculture has agreed to provide this training. Statistics should include at a minimum: days worked, facilities inspected daily, estimated 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, and number of people present at demonstrations.

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

Phase Three

When the dog is comfortable with the facilities operations, begin training at a UPS facility by setting up exercises on the floor away from activity. Time the training to begin during the last 30 minutes or so of the sort. If the dog performs well, move the training into UPS trucks that are partially loaded. Once the dog is performing well with little or no distraction, the handler may begin working the sort. Watch the dog closely for signs of fatigue. Gradually build the dog's work endurance. Remember to give frequent biological breaks. Plant training aids to keep the dog 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 the dog responds to.

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

Note any responses to nontarget material and use these in the scheduled training.

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

Phase Four

The handler should spend one month continuing to build their dog's endurance and proficiency level. Use this time to schedule a simple media or public dog demonstration. Establish one day per week for training. Videotape training sessions and work and send to the training specialist.

Phase Five

The handler may begin introducing their dog to new facilities. The adjustment period should be very short, as these facilities are all very similar. Observe the dog for signs of stress or anxiety.

Phase Six

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

The handler may now reduce their weekly training sessions to biweekly. If the dog is maintaining a high level of proficiency (85% or above), the handler may begin planning nontask-related training sessions.

Dog Retirement, Adoption, and Replacement Policy

Criteria for Dog Retirement: The following criteria determine whether a dog will continue to work or if it will need to be retired.

Ability of a Dog to Work: If a dog begins to exhibit patterns of ineffectiveness (examples below), the handler will provide the California Department of Food and Agriculture (CDFA) with a history of training or work-related problems and measures that have been taken to correct these problems. The CDFA will work with the National Detector Dog Training Center (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 an inspection in its normal working environment for an initial assessment.

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

- Dog reaches nine years of age (the CDFA must be notified when the dog reaches seven 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 county agricultural commissioner (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 the CDFA:

- A completed NDDTC Adoption Application **and**
- 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.

Dog Replacement

1. The United States Department of Agriculture/NDDTC will be responsible for dog replacement costs* within the first 12 months of the 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 ANY TIME 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 four-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 determines who is responsible for replacement costs.

Dog Aggression Policy

Acts of aggression must be taken very seriously and may result in the need to retire a 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 the California Department of Food and Agriculture (CDFA), remove the dog from the work environment, and do not return the dog to work until approved by the CDFA. It is important to use and complete the provided Dog Aggression Report form for each individual who witnessed the incident in its entirety.

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

1. If the dog behaves aggressively, immediately remove it from the work environment and contact the CDFA.
2. Secure the dog in a crate until a handler 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 and permanent residence or temporary residence while in the United States. Make a copy of their 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 Dog Aggression Report form.
 - f. Photograph the injury if possible.

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 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 the CDFA **within 72 hours of the incident**. Await further instructions regarding the dog.
9. Do not allow the dog back into service until approved by the CDFA. The incident will have to be investigated thoroughly.
10. The CDFA will communicate the aggressive incident or bite to the NDDTC.

Detector Dog Aggression Report

Name _____
Duty Location _____
Date/Time of Statement _____

Canine _____
Phone _____
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.

California Department of Food and Agriculture
Plant Health and Pest Prevention Services
Email Jennifer DeBernardi
jennifer.debernardi@cdfa.ca.gov

Agreement #
Budget Display FY 2019/2020
Invoice for Period from 07/01/2019 to 06/30/2020

Name and Classification	Hours	Hourly Rate	Total Salaries
	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

Travel	\$0.00
Handler Uniform	\$0.00
Printing/Mailing	\$0.00
Canine Care	\$0.00
Training Supplies	\$0.00
Miscellaneous Supplies	\$0.00
Total Operating Expenses:	\$0.00

Grand Total:	\$0.00
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Agreement Amount
Billed to Date
Balance

	0.00
	0.00
	0.00

**County Personnel Cost Work Sheet
Detector Dog Team Program**

FY 2019/2020

July 1, 2019 through June 30, 2020

San Bernardino County

Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
Ag. Standards Officer IV	\$31.72	\$16.18	\$47.90	20	\$958
Canine Assistant	\$14.19	\$3.35	\$17.54	1040	\$18,242
Deputy Ag. Com./Sealer	\$39.26	\$24.38	\$63.64	200	\$12,728
Pest Exclusion Officer day rate	\$26.56	\$16.79	\$43.35	2060	\$89,301
Pest Exclusion Officer night rate	\$28.56	\$16.79	\$45.35	20	\$907
Sup. Ag. Standards Officer	\$35.00	\$21.41	\$56.41	100	\$5,641
Total:				3,440	\$127,777

County Work Plan Summary
 Detector Dog Team Program
 FY 2019/2020
 July 1, 2019 through June 30, 2020

San Bernardino County
 Contract Manager: Roberta Willhite



Expenses	Description	Total
Personnel Costs for Dog Team Activities	Inspections of parcel facilities and other activities	3,440 \$127,777
Overhead Costs	Indirect Costs (must not exceed 25% of Total Personnel Costs)	25% \$31,944
Operating Expenses	All supply/equipment costs exceeding \$5,000.00 must be accompanied by a itemized list of items to be purchased.	Itemized Supply List Required (N): N \$21,635
Mileage	Mileage rate must be \$0.58, or current federal rate (https://www.gsa.gov/travel/plan-book/transportation-airfare-rates-pov-rates-etc/private-owned-vehicle-pov-mileage-reimbursement-rates).	Estimated Miles: 18,500 Rate Per Mile: 0.58 \$10,730
TOTAL COST:		\$192,086