# ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY

**Sandra Rivera**
Agency Director

224 West Winton Ave
Room 110

Hayward, California
94544-1215

phone
510.670.5333
fax
510.670.6374

www.acgov.org/cda

Agenda Item_____June 4, 2024

May 21, 2024

Honorable Board of Supervisors
Administration Building
1221 Oak Street, Suite 536
Oakland, California 94612

Dear Board Members:

**SUBJECT:** **APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 23-0411-001-SF WITH THE STATE OF CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE TO PROVIDE FUNDING FOR THE PEST EXCLUSION DETECTION DOG PROGRAM FOR AN ADDITIONAL DOG AND PAY UNITS TO SUPPORT POSITION**

**RECOMMENDATION:**

A. Approve Amendment No. 1 to Agreement No. 23-0411-001-SF between the Community Development Agency and the California Department of Food and Agriculture, to provide funding for the Pest Exclusion Detection Dog Teams, with no change in the contract period 7/1/2023 to 6/30/2024, increasing the amount from $375,183.34 to $501,183.34 ($126,000 increase) for the addition of a new dog handler and dog;

B. Approve the addition of 12 pay units to an existing, unfunded Agriculture and Standards Investigator position, to support the expansion of the Detection Dog Program for an additional handler; and

C. Authorize the Auditor-Controller to make the related budget adjustments.

**DISCUSSION/SUMMARY:**

The California Department of Food and Agriculture (CDFA) contracts annually with the Community Development Agency's (CDA's) Agriculture/Weights and Measures Department (AWM) to conduct high-risk pest exclusion inspections of plant material shipped through various shipping terminals in Alameda County.

AWM was awarded a grant in 2010 for the acquisition and training of a dog team to aid in the inspection of agricultural shipments coming into Alameda County. An Agricultural and Standards Investigator handles the detection dog trained to detect unmarked packages containing plant material and pests at shipping terminals such as Federal Express, United Parcel Service and the United States Postal Service. The scope of work in the existing grant requires the dedication of a full-time County staff member to train and handle a canine to perform these inspections. The current grant also funds an existing position for support for the detection dog team. This first amendment to the existing agreement will add and fund a second dog and dog handler to the scope of work for AWM.

Each year since 2010, CDFA has contracted with AWM to fund the Pest Exclusion Detection Dog Team Program. The current agreement was approved by your Board on November 14, 2023 (Item No. 15). The workplan for the amendment to this existing contract has been approved by CDFA, to add an additional $126,000 for the hiring and training of a second handler and the acquisition of a second detection dog from the United States Department of Agriculture (USDA). A detection dog has a lifespan of 5 to 7 working years, the anticipation is that this grant will continue to be funded into the future.

**FINANCING:**

All costs of the program amendment will be covered by the CDFA contract, and a portion of the funding is included in CDA's FY2023/2024 Budget ($375,183.34). A budget adjustment is requested to increase appropriation in the amount of $126,000 with offsetting revenue in CDA's FY2023/2024 budget per the attached financial recommendation. There is no increase in net County Cost as a result of this action.

**VISION 2026 GOAL:**

Early detection of invasive pests meets the 10x pathways of **Eliminate Poverty and Hunger** and **Healthcare of All** in support of our shared vision for a **Healthy Environment** and **Safe and Livable Communities**.

Very truly yours,

DocuSigned by:
Sandra Rivera
4C216765DCDF437...

Sandra Rivera, Director
Community Development Agency

cc: Susan S. Muranishi, County Administrator
Donna R. Ziegler, County Counsel
Melissa Wilk, Auditor-Controller
Peilin Chen, County Administrator's Office
Melanie O'Brien, Office of the County Counsel
Lucy Romo, Community Development Agency
Cathy Roache, Deputy Director, CDA

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev.7/2023)

**AMENDED COOPERATIVE AGREEMENT SIGNATURE PAGE**

AGREEMENT NUMBER **23-0411-001-SF**
AMENDMENT NUMBER **1**

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 ALAMEDA**
2. The term of this Agreement is: July 1, 2023 through June 30, 2024
3. The maximum amount of this Agreement is: $501,183.34
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:

Paragraph three (3) of the Agreement is hereby amended to increase the Agreement by $126,000.00 for a new total not to exceed $501,183.34.

CDFA received additional funding for this project from USDA, and some of that funding is being allocated to the County of Alameda.

A revised Budget for the increased amount is attached (3 Pages), which hereby replaces the Budget in the original Agreement.

All other terms and conditions of this Agreement shall remain the same.

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

**RECIPIENT**

RECIPIENT'S NAME *(Organization's Name)*
COUNTY OF ALAMEDA

DocuSigned by: Melanie O'Brien 4/24/2024
2154A1F005044AB...

BY *(Authorized Signature)*
✍ Nate Miley

DATE SIGNED
6/20/2024

PRINTED NAME AND TITLE OF PERSON SIGNING
Nate Miley, President, Board of Supervisors

ADDRESS
224 W. Winton Avenue, Room 184, Hayward, CA 94544-1220

**STATE OF CALIFORNIA**

AGENCY NAME
**DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**

BY *(Authorized Signature)*
✍

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
LAURA RODRIGUEZ, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LB

**Detector Dog Team Program**
**FY 2023/2024**
**July 1, 2023 through June 30, 2024**

**County:**
**Date:**

cdfa
CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE

## Personnel Services

| Acitivity | | Number of Facilities Requiring Activities | Estimated Visits/Year/Facility | Estimated Hours/Visit | Estimated Hours/Year | |
|---|---|---|---|---|---|---|
| **Parcel Facility** | | | | | | |
| | Federal Express Air | 2 | 40 | 1 | ~~80~~ | 160 |
| | Federal Express Frieght | 4 | 50 | 1.5 | ~~300~~ | 480 |
| | Federal Express Ground | 3 | 20 | 1 | ~~60~~ | 90 |
| | Federal Express Home | 0 | 0 | 0 | 0 | |
| | OnTrac | 0 | 0 | 0 | 0 | |
| | United Parcel Service | 2 | 20 | 1.5 | ~~60~~ | 200 |
| | United States Postal Service | 1 | 50 | 3 | ~~150~~ | 120 |
| | Other (such as Amazon, CA Overnite) | 2 | 5 | 1 | ~~10~~ | 40 |
| **Other Personnel Expenses** | | | | | | |
| | Support Staff Person | | | | 350 | |
| | Community Outreach | | | | ~~80~~ | 70 |
| | Canine Care (Time) | | | | ~~620~~ | 625 |
| | Training | | | | ~~175~~ | 320 |
| | Data Entry | | | | ~~500~~ | 575 |
| | Administrative Support | | | | ~~75~~ | 170 |
| | | | | | | |
| | | | | ***Total Personnel Hours:** | ~~2,460~~ | 3200 |
| | | | | ****Total Personnel Cost:** | ~~$323,312.23~~ | $ 361,277.75 |
| **Overhead (Indirect Cost) ----- Not to exceed 25% of Total Personnel Cost** | | | | **Enter Overhead Percentage:** **25%** | ~~$80,828.06~~ | $ 90,319.44 |
| | | | | **Total Personnel Costs:** | ~~$404,140.29~~ | $ 451,597.19 |

## Operating Expenses

| | | | | | | |
|---|---|---|---|---|---|---|
| Travel | | | | | ~~$450.00~~ | $ 18,000.00 |
| Handler Uniform | | | | | ~~$479.80~~ | $ 1,200.00 |
| Printing/Mailing | | | | | ~~$250.00~~ | $ 290.00 |
| Canine Care | | | | | ~~$1,700.00~~ | $ 17,000.00 |
| Training Supplies | | | | | ~~$825.00~~ | $ 450.00 |
| Miscellaneous Supplies | | | | | ~~$375.00~~ | $ 201.15 |
| | | | | **Total Operating Expense Costs:** | ~~$4,079.80~~ | $ 37,141.15 |

## Mileage

| | | | | | | |
|---|---|---|---|---|---|---|
| Enter Estimated Miles: | ~~20000~~ 19000 | ***Rate Per Mile: | **0.655** | **Total Mileage Cost:** | ~~$13,100.00~~ | $ 12,445.00 |

| | | |
|---|---|---|
| **TOTAL COST:** | ~~$421,320.09~~ | **$ 501,183.34** |

***Total Personnel Hours *MUST* match the Total Hours" on the Personnel Cost Work Sheet (tab two). You must submit your completed 'Personnel Cost Per Hour Work Sheet' with your work plan.**

****Total Personnel Costs *MUST* match the figure on your 'Personnel Cost Per Hour Summary Work Sheet' (tab two).**

*****Mileage rate must be $0.655, or current federal rate (https://www.gsa.gov/travel/plan-book/transportation-airfare-rates-pov-rates-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates)**

**County Personnel Cost Work Sheet**
**Detector Dog Team Program**
**FY 2023/2024**
**July 1, 2023 through June 30, 2024**

**County:**

| Title * | Hourly Wage | Hourly Benefit Amount | Total Hourly Rate | Estimated Hours to be Worked | Total Cost | | | Revised Estimated Hours to be Worked |
|---|---|---|---|---|---|---|---|---|
| ASI Aide | $36.42 | $20.35 | $56.77 | 3 | $170.31 | | | |
| ASI Tech | $52.75 | $29.47 | $82.22 | 3 | $246.66 | | | |
| ASI I | $53.95 | $30.14 | $84.09 | 3 | $252.27 | | | |
| ASI II | $60.03 | $33.54 | $93.57 | ~~35~~ | ~~$3,274.95~~ | $ | 280.71 | 3 |
| ASI III | $72.65 | $40.59 | $113.24 | ~~946~~ | ~~$107,125.04~~ | $ | 124,564.00 | 1100 |
| ASI III / Handler | $76.01 | $42.47 | $118.48 | ~~1270~~ | ~~$150,469.60~~ | $ | 177,720.00 | 1500 |
| Deputy Ag Comm/Sealer | $79.76 | $44.56 | $124.32 | ~~200~~ | ~~$24,864.00~~ | $ | 21,134.40 | 170 |
| ASI / Handler | $56.65 | $31.65 | $88.30 | 418 | $36,909.40 | | | |
| Position Title 9 | $0.00 | $0.00 | $0.00 | | $0.00 | | | |
| Position Title 10 | $0.00 | $0.00 | $0.00 | | $0.00 | | | |
| | | | **Total: | ~~2,878~~ | ~~$323,312.23~~ | $ | 361,277.75 | |
| | | | | 3200 | | | | |

***ALL Titles must be included on the Personnel Cost Work Sheet in order to be reimbursed.**

****Total "Estimated Hours to Be Worked" and "Total Cost" listed on this sheet MUST match the "Total Personnel Hours" and "Total Personnel Costs" on Work Plan totals.**

**County Work Plan Summary**
**Detector Dog Team Program**
**FY 2023/2024**
**July 1, 2023 through June 30, 2024**

**County:**
**Contract Manager:**

| Expenses | Description | | | Total | | |
|---|---|---|---|---|---|---|
| Personnel Costs for Dog Team Activities | Inspections of parcel facities and other activities | **Total Activity Hours:** | ~~2,460~~ | ~~**$323,312.23**~~ | $ 361,277.75 | **Total Activity Hours:** 3200 |
| Overhead Costs | Indirect Costs (Not to exceed 25% of Total Personnel Costs) | **Overhead Percentage:** | 25% | ~~**$80,828.06**~~ | $ 90,319.44 | |
| 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 (Y/N):** | **NO** | ~~**$4,079.80**~~ | $ 37,141.15 | |
| Mileage | Mileage rate must be $0.655, or current federal rate (https://www.gsa.gov/travel/plan-book/transportation-airfare-rates-pov-rates-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates). | **Estimated Miles:** | ~~20000~~ | ~~**$13,100.00**~~ | $ 12,445.00 | **Estimated Miles:** 19000 |
| | | **Rate Per Mile:** | 0.655 | | | |
| | | **TOTAL COST:** | | ~~**$421,320.09**~~ | **$ 501,183.34** | |

State of California, Department of Food and Agriculture AGREEMENT
GAU-03 (Rev.8/2023)

**COOPERATIVE AGREEMENT SIGNATURE PAGE**

| AGREEMENT NUMBER |
| --- |
| **23-0411-001-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 ALAMEDA**

2. The Agreement Term is: July 1, 2023 through June 30, 2024

3. The maximum amount of this Agreement is: $375,183.34

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 Recipient and Project Information | 2 Page(s) |
| Exhibit B: General Terms and Conditions | 5 Page(s) |
| Exhibit C: Payment and Budget Provisions | 2 Page(s) |
| 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 Legal Name)*
**COUNTY OF ALAMEDA**

Caitlyn M. Gulyas
DocuSigned by: Caitlyn M. Gulyas 648710A22864451...
9/18/2023

BY *(Authorized Signature)*
Nate Miley

DATE SIGNED
10/24/2023

PRINTED NAME AND TITLE OF PERSON SIGNING
Nate Miley, Alameda County Board of Supervisors President
Caitlyn M Gulyas, Deputy County Counsel

ADDRESS
224 W. Winton Avenue, Room 184, Hayward, CA 94544-1220

**STATE OF CALIFORNIA**

AGENCY NAME

**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**

| BY *(Authorized Signature)* | DATE SIGNED |
|---|---|
| Laura H. Rodriguez | Digitally signed by Laura H. Rodriguez<br>Date: 2023.12.13 13:19:27 -08'00' |

PRINTED NAME AND TITLE OF PERSON SIGNING
LAURA RODRIGUEZ, STAFF SERVICES MANAGER I, 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 Award Identification Number: | AP23PPQFO000C485 |
| Federal Award Date: | July 25, 2023 |
| Catalog of Federal Domestic Assistance Number (CFDA) and Name: | 10.025<br>Plant and Animal Disease, Pest Control, and Animal Care |
| Amount Awarded to CDFA: | $4,000,000.00 |
| Effective Dates for CDFA: | July 1, 2023 through June 30, 2024 |
| Federal Award to State Agency is Research & Development (Yes/No) | No |

## 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, or nursery stock that may pose a threat.

Project Title: Detector Dog Team Program

**2.** The Managers for this Agreement are:

| **FOR CDFA:** | | **FOR RECIPIENT:** | |
|---|---|---|---|
| Name: | Wendi Wilkinson | Name: | Cathy Roache |
| Division/Branch: | PHPPS / Pest Exclusion | Organization: | County of Alameda |
| Address: | 1220 N Street | Address: | 224 W. Winton Avenue, Room 184 |
| City/State/Zip: | Sacramento, CA 95814 | City/State/Zip: | Hayward, CA 94544-1220 |
| Phone: | 916-654-0312 | Phone: | 510-670-6689 |
| Email Address: | wendi.wilkinson@cdfa.ca.gov | Email Address: | alameda.ag@acgov.org |

**3.** The Grant Administrative Contacts for this Agreement are:

| **FOR CDFA:** | | **FOR RECIPIENT:** | |
|---|---|---|---|
| Name: | Shadi Moscouplos | Name: | Greta Shutler |

| | | | |
|---|---|---|---|
| Division/Branch: | PHPPS / Pest Exclusion | Organization: | ALAMEDA COUNTY |
| Address: | 1220 N Street | Address: | 224 W. Winton Ave., Room 184 |
| City/State/Zip: | Sacramento, CA 95814 | City/State/Zip: | Hayward, CA 94554 |
| Phone: | 916-531-5747 | Phone: | 510/670-5232 |
| Email Address: | shadi.moscouplos@cdfa.ca.gov | Email Address: | greta.shutler@acgov.org |

| **FISCAL CONTACT FOR RECIPIENT (if different from above):** | |
|---|---|
| Name: | Nicole Boudin |
| Organization: | ALAMEDA COUNTY |
| Address: | 224 W. Winton Ave., Room 184 |
| City/State/Zip: | Hayward, CA 94554 |
| Phone: | 510/670-5232 |
| Email Address: | AwmAdmin@acgov.org |

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. **Agreement Execution**
   Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. **Assignment**
   This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

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

5. **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 the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. **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.

7. **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 awarded in this Agreement only to allowable Project costs.

8. **Mutual Liability**
   Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. **Unenforceable Provision**
   In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

**10. 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. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement 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.

**11. Non-Discrimination Clause**

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provision*s* 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 10000 *et seq*.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 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. The Recipient 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.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

**12. 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.

**13. 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, identified in Exhibit A, 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.

**14. Termination for Convenience**

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not 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.

**15. Termination for Cause**

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

**16. Acceptable Failure to Perform**

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, the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

**17. Breach**

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

A. CDFA may suspend payments;
B. CDFA may demand repayment of all funding;
C. Either party may terminate the Agreement
D. CDFA may debar Recipient; or
E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

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

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the 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.

**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 and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The 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 less 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 within ten (10) business days 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 incorporated by reference to this Agreement as an attachment.

**22. California State Auditor**

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

**23. Equipment**

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

**24. 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.

**25. 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. To the extent allowed by law, CDFA has the sole authority to determine whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

**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 applicable 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).

**28. Executive Order N-6-22 Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

# 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, 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, 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. If mileage is a reimbursable expense, 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 for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).

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.

## 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 3701, 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 2 CFR 415; 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. Occupational Safety and Health Act of 1970 as amended (29 USC 668);
C. Federal Property and Administrative Services Act of 1949 as amended (40 USC §101 *et seq*.)
D. Increasing Seat Belt Use in the United States (EO 13043).
E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

**19. Records Retention and Accessibility**

The Recipient and its contractors must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333 – 200.337.

**20. 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, 2023 - June 30, 2024

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, Section 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), United Parcel Service (UPS) and

Amazon 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, conducting activities, and safety of the canines 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, canine security and surveillance equipment, monitoring devices 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) 205-6813.

**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 at least monthly, but 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 Shadi Moscouplos or Wendi Wilkinson via email or by calling (916) 654-0312. Invoices must be submitted via email to CDFA.PEB_Interior_Reporting@cdfa.ca.gov.

# Dog Team Work Plan Policies
## July 1, 2023 – June 30, 2024

## 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 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 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.
- Canine security and surveillance 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

Handler:
Date:
Dog:
Weight:
County:

| Concentration | Container | Placement | Scoring | |
|---|---|---|---|---|
| **H**igh | **H**ard | **H**igh | + Positive Response | (+) Handler Assist |
| **M**edium | **M**edium | **L**ow | - Non-Response | i Handler Cue |
| **L**ow | **S**oft | **C**oncealed | I False Response | (-) Handler Error |

| | | TARGET ODORS | | | | | NONTARGET ODORS | | |
|---|---|---|---|---|---|---|---|---|---|
| Exercise Type | Conc./ Cont./ Place. | | | | | | Type | Response | Total Trials |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

**REMARKS**

# National Detector Dog Training Center
# Agriculture Canine Team
# Acclimation Guide

This guide was developed to serve as an aid in the acclimation of new canine teams 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.

**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. You will have to observe your canine's daily routine to determine progress. Eating, drinking, elimination, and general attitude will determine how well the canine has adjusted. However, this adjustment period will vary depending on the individual canine. It may take one day to one week or longer for a canine to adjust to the new surroundings.

**Operational Details (prior to canine arrival):**

☐ Ensure that your supervisor has information about your canine. For example, date of arrival, name, breed, medical records, your Team Profile and any other pertinent information.

☐ Ensure that all of your supplies are purchased. For example, canine treats, crate for office, Tupperware for holding training material, target and non-target material (can be purchased after canine is acclimated), boxes, luggage, filler material and any other items that you may need.

☐ Ensure that the kennel is an approved facility.

☐ Establish a break area for the canine

☐ You may want to schedule a "well dog" veterinary exam to occur at this time

**Kennel Details (prior to canine's arrival):**

☐ Ensure that the kennel is aware of the date of arrival of your canine and ensure that a kennel run is prepared in advance.

☐ Ensure that the kennel has a supply of your canine's dog food.

☐ Establish with the kennel staff the canine's feeding needs (what type of food, how many times a day and the amount).

☐ Create an information sheet that will hang on the outside of your canine's kennel. The information sheet should include the canine's name, handler's contact information, supervisor's contact information, vet information, feed schedule and

handler's work schedule. You may also want to leave a blank form/calendar for any information that the kennel staff needs to notate about your canine.

**Travel Day and Acclimation to a New Environment:**

☐ As soon as you pick up your canine, get him/her to the kennel as soon as possible.
☐ On the ride back to the kennel, try to keep the canine as quiet and stress free as possible.
☐ At the kennel, allow the canine to walk around and get acclimated to his/her new surroundings.
☐ Introduce your canine to the kennel staff
☐ Spend some quiet time with the canine in his kennel
☐ Familiarize yourself and your canine to the daily kennel routine
☐ Check on your canine daily. Note any changes in attitude, eating, drinking and elimination. Each day, your canine should be showing signs of improvement.
☐ After your canine has settled in, then you can perform your daily health checks, grooming, and basic obedience at the kennel.

**Phase Two:** Introduce your canine to their new work area. This will include introducing the canine to the office area and primary work area. It is important not only to introduce the canine to the primary work areas, but it also important that the canine is comfortable in all areas that it will spend time in. The adjustment period will vary depending on the individual canine. It may take two days to one week or longer for a canine to adjust to the new surroundings.

**Acclimation to office:**

☐ Educate your colleagues on the rules of interaction with your canine.
☐ Introduce your canine to your colleagues and office area.
☐ No one other than the handler should issue commands or give primary rewards to the canine.
☐ Do not allow your canine to roam freely off leash or jump onto chairs or couches. The canine must be maintained in a crate.
☐ Do not reward your canine for responding to target odors that may be present in the office.
☐ Give your canine an opportunity to adjust to the holding area at the office by leaving him/her there for a short periods of time (ten to fifteen minutes).
☐ Give your canine frequent biological breaks.
☐ Watch your canine for stress.
☐ In the beginning your canine should not be left unattended at the office.
☐ Introduce a simple box exercise on the floor. The area should be away from high traffic. Run 3-5 repetitions a day, increasing repetitions by one a day until 10 repetitions, a day. Throughout the process, watching the canine for successful acclimation and should not advance in repetitions, if not successful at each level. Use successive approximation techniques.

**Acclimation to work area:**

☐ Prior to brining your canine to a working area, ensure that the area is feasible to deploy a canine into. Always consider safety first when evaluating a potential working area. For example, do not work the canine in areas where they have more range of motion than you do, in a parcel facility do not work the canine where two conveyor belts meet, etc.
☐ Introduce your canine to the work area (ex: terminal, cargo, parcel facility, etc.) during down time.
☐ Expose your canine by taking short/fun walks through the new work areas.

☐ Minimize or prevent others from petting your canine at this time.
☐ Give your canine frequent biological breaks.
☐ Observe your canine's behavior to judge his comfort level.
☐ Visit the work area during down time, as many times as necessary.
☐ When the canine is comfortable, you can try performing some basic obedience commands.
☐ If your canine is comfortable in the working area during down time acclimate your canine to the different machinery in the area. For example, in a sorting facility allow your canine to walk on a non-moving belt and introduce a simple box exercise. Run 3-5 repetitions a day, increasing repetitions by one a day until 10 repetitions, a day. Throughout the process, watching the canine for successful acclimation and should not advance in repetitions, if not successful at each level. Use successive approximation techniques.
☐ Once your canine is comfortable during down time in the work area, you can introduce your canine when there is minimal activity (ex. a small group of passengers, a small mail sort, a small group of people working in a cargo warehouse, Fed Ex facility, etc.).
☐ When your canine is comfortable in the work area with minimal activity, you can try performing some basic canine commands.
☐ At this time, start to establish a routine with the canine.

**Phase Three:** Once the canine is comfortable with the work environment operations, you can begin training at the work environment away from the active work area. Training will start away from the activity and will gradually move closer, during the sort. Eventually, the canine should be able to work smaller work areas to gradually progressing to work larger work areas. The time necessary for this phase will vary depending on the individual canine. It may take a month or longer to complete.

**Training in Work Area:**

☐ If you have an assistant, ensure that they are trained to assist you with the training of your canine and how to assist you when working in the live environment.
☐ Begin training by setting up training exercises with target and non target on the side of an active work area. In the beginning, you should train on the known target material and gradually add new target material.
☐ If your canine seems comfortable and performs well, start conducting training by placing a target close to an active working area (near a small group of passengers, a cargo pallet, a single nonmoving vehicle, non- moving belt, etc.). Gradually work up to getting the canine on a moving belt with no packages, up to a moving
carousel with no luggage, etc. After your canine is comfortable, than gradually work up to putting packages or luggage on/or around these areas. ☐ Once, your canine is comfortable and performing well with little or no distraction you may begin working small less busy work areas and gradually work up to larger work areas. For example you could utilize the end of a parcel sort or passenger flight and gradually work more.
☐ Reward your canine for all correct responses. Verify all canine responses prior to rewarding the canine. Reward the canine in a timely manner and when possible reward the canine immediately for correct responses. For example, if in a sorting facility boxes are marked with known target material, on the baggage floor if luggage can be opened and verified on the baggage floor, known target training aids, etc. are the times where the canine can be rewarded immediately after the correct response.
☐ Place training aids out to keep your canine motivated.
☐ Note any false response problems and use these in your scheduled training.
☐ Watch your canine in all phases for signs of fatigue.
☐ Gradually build up your canine's work endurance.

☐ Give your canine frequent biological breaks.
☐ Always plan your training to be successful to keep your canine motivated.
☐ Always end each session on a good note.
☐ It should take a month or more on building your canine's endurance and proficiency levels.

**Phase Four:** If your canine is comfortable working in the introduced work environments, you may try and introduce one additional new work area to your canine. The time necessary for this phase will vary depending on the individual canine. The time that the canine is ready to be deployed to a new working environment will be dependent on each individual canine. It may take a month or longer before the canine is ready to be deployed to another area.

**Training in new work areas:**

☐ Just as you did before, give the canine an adjustment period.
☐ Observe your canine for stress and anxiety

**Phase Five:** Once you have been deployed for six months, you and your canine should be very comfortable and performing at a high proficiency rate. Your canine should be healthy, at an ideal working weight, and motivated to work. Your team should have acquired many new target odors simply from exposure in the working environment and through training.

# 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 _____ 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.**

**Appendix F**

## COUNTY LETTERHEAD

SUBMIT MONTHLY TO: CDFA.PEB_Interior_Reporting@cdfa.ca.gov

REMIT PAYMENT TO: (County Information)

**STATE OF CALIFORNIA**
**DEPARTMENT OF FOOD AND AGRICULTURE**
**PLANT HEALTH AND PEST PREVENTION SERVICES (PEST EXCLUSION)**
**1220 N STREET**
**SACRAMENTO CA 95814**

**Accounting use only:**

| | |
|---|---|
| **Agreement Name:** | Detector Dog Team Program |
| **Agreement Number:** | |
| **Agreement Amount:** | |

*For State Use Only*

| | |
|---|---|
| **Date Approved:** | |
| **Approved by:** | |
| **Account Code:** | |
| **Agreement No.** | |
| **Program Code:** | |
| **Fiscal Year:** | |
| **Please pay this amount:** | |

| | |
|---|---|
| **Date:** | |
| **County:** | |
| **Amount Billed to Date** | |
| **Invoice #** | |
| **Billing Period:** | **From:** **To:** (Example: From Jan 1, 20XX To Mar 31, 20XX) |

**PERSONNEL COSTS** ***Month :***

| | Employee Name | Classification Title | Hours | Hourly Rate w/o Benefits | Benefit Rate (%) | Salary | Indirect Cost (Max 25%) | Total Costs |
|---|---|---|---|---|---|---|---|---|
| 1 | | | | | 0.00% | $ - | $ - | $ - |
| 2 | | | | | | $ - | $ - | $ - |
| 3 | | | | | | $ - | $ - | $ - |
| 4 | | | | | | $ - | $ - | $ - |
| 5 | | | | | | $ - | $ - | $ - |
| 6 | | | | | | $ - | $ - | $ - |
| 7 | | | | | | $ - | $ - | $ - |
| 8 | | | | | | $ - | $ - | $ - |
| 9 | | | | | | $ - | $ - | $ - |
| 10 | | | | | | $ - | $ - | $ - |
| | | **TOTALS** | 0 | $ - | 0% | $ - | $ - | $ - |

**OPERATING EXPENSES**

| | Description (type of supply or expense) | Total Cost |
|---|---|---|
| 1 | Travel | $0.00 |
| 2 | Handler Uniform | $0.00 |
| 3 | Printing/Mailing | $0.00 |
| 4 | Canine Care | $0.00 |
| 5 | Training Supplies | $0.00 |
| 6 | Miscellaneous Supplies | $0.00 |
| 7 | Other Items of expense (please describe) | $0.00 |
| 8 | Other Items of expense (please describe) | $0.00 |
| | **TOTAL OPERATING EXPENSES:** | **$0.00** |

**VEHICLE OPERATIONS**

| | Total Mileage | Mileage Rate *** | Total Cost |
|---|---|---|---|
| County Vehicles | 0.00 | $0.655 | $0.00 |
| **TOTAL VEHICLE OPERATIONS:** | | | **$0.00** |

| | | |
|---|---|---|
| **Month:** | $ | - |
| **Total Amount Due:** | | **$0.00** |

**COMMENTS:**

*** Hourly Rate must include Hourly Wage and Benefit Rate.**
**** Overhead percent is eligible, may fluctuate per county and must not exceed 25%**
***** Mileage rates: County vehicle = Not to exceed $0.655 per mile.**
**Per federal audit guidelines, this rate cannot be exceeded.**
**However, if your county's internal policy uses a lower rate, that rate may be applied.**

**Detector Dog Team Program**
**FY 2023/2024**
**July 1, 2023 through June 30, 2024**

**County:**
**Date:**

CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE

## Personnel Services

| Acitivity | | Number of Facilities Requiring Activities | Estimated Visits/Year/Facility | Estimated Hours/Visit | Estimated Hours/Year |
|---|---|---|---|---|---|
| **Parcel Facility** | | | | | |
| | Federal Express Air | 2 | 40 | 1 | 80 |
| | Federal Express Frieght | 4 | 50 | 1.5 | 300 |
| | Federal Express Ground | 3 | 20 | 1 | 60 |
| | Federal Express Home | 0 | 0 | 0 | 0 |
| | OnTrac | 0 | 0 | 0 | 0 |
| | United Parcel Service | 2 | 20 | 1.5 | 60 |
| | United States Postal Service | 1 | 50 | 3 | 150 |
| | Other (such as Amazon, CA Overnite) | 2 | 5 | 1 | 10 |
| **Other Personnel Expenses** | | | | | |
| | Support Staff Person | | | | 350 |
| | Community Outreach | | | | 80 |
| | Canine Care (Time) | | | | 620 |
| | Training | | | | 175 |
| | Data Entry | | | | 500 |
| | Administrative Support | | | | 75 |
| | | | | | |
| | | | | *Total Personnel Hours: | 2,460 |
| | | | | **Total Personnel Cost: | $286,402.83 |
| **Overhead (Indirect Cost) ----- Not to exceed 25% of Total Personnel Cost** | | | | Enter Overhead Percentage: 25% | $71,600.71 |
| | | | | Total Personnel Costs: | $358,003.54 |

## Operating Expenses

| | |
|---|---|
| Travel | $450.00 |
| Handler Uniform | $479.80 |
| Printing/Mailing | $250.00 |
| Canine Care | $1,700.00 |
| Training Supplies | $825.00 |
| Miscellaneous Supplies | $375.00 |
| Total Operating Expense Costs: | $4,079.80 |

## Mileage

| | | | | | |
|---|---|---|---|---|---|
| Enter Estimated Miles: | 20000 | ***Rate Per Mile: | 0.655 | Total Mileage Cost: | $13,100.00 |

| | |
|---|---|
| **TOTAL COST:** | **$375,183.34** |

***Total Personnel Hours *MUST* match the Total Hours" on the Personnel Cost Work Sheet (tab two). You must submit your completed 'Personnel Cost Per Hour Work Sheet' with your work plan.**

****Total Personnel Costs *MUST* match the figure on your 'Personnel Cost Per Hour Summary Work Sheet' (tab two).**

*****Mileage rate must be $0.655, or current federal rate (https://www.gsa.gov/travel/plan-book/transportation-airfare-rates-pov-rates-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates)**

**County Personnel Cost Work Sheet**
**Detector Dog Team Program**
**FY 2023/2024**
**July 1, 2023 through June 30, 2024**

**County:**

| Title * | Hourly Wage | Hourly Benefit Amount | Total Hourly Rate | Estimated Hours to be Worked | Total Cost |
|---|---|---|---|---|---|
| ASI Aide | $36.42 | $20.35 | $56.77 | 3 | $170.31 |
| ASI Tech | $52.75 | $29.47 | $82.22 | 3 | $246.66 |
| ASI I | $53.95 | $30.14 | $84.09 | 3 | $252.27 |
| ASI II | $60.03 | $33.54 | $93.57 | 35 | $3,274.95 |
| ASI III | $72.65 | $40.59 | $113.24 | 946 | $107,125.04 |
| ASI III / Handler | $76.01 | $42.47 | $118.48 | 1270 | $150,469.60 |
| Deputy Ag Comm/Sealer | $79.76 | $44.56 | $124.32 | 200 | $24,864.00 |
| Position Title 8 | $0.00 | $0.00 | $0.00 | | $0.00 |
| Position Title 9 | $0.00 | $0.00 | $0.00 | | $0.00 |
| Position Title 10 | $0.00 | $0.00 | $0.00 | | $0.00 |
| | | | **Total: | 2,460 | $286,402.83 |

***ALL Titles must be included on the Personnel Cost Work Sheet in order to be reimbursed.**

****Total "Estimated Hours to Be Worked" and "Total Cost" listed on this sheet MUST match the "Total Personnel Hours" and "Total Personnel Costs" on Work Plan totals.**

**County Work Plan Summary**
**Detector Dog Team Program**
**FY 2023/2024**
**July 1, 2023 through June 30, 2024**

**County:**
**Contract Manager:**

CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE

| Expenses | Description | | | Total |
|---|---|---|---|---|
| Personnel Costs for Dog Team Activities | Inspections of parcel facities and other activities | **Total Activity Hours:** | 2,460 | **$286,402.83** |
| Overhead Costs | Indirect Costs (Not to exceed 25% of Total Personnel Costs) | **Overhead Percentage:** | 25% | **$71,600.71** |
| 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 (Y/N):** | NO | **$4,079.80** |
| Mileage | Mileage rate must be $0.655, or current federal rate (https://www.gsa.gov/travel/plan-book/transportation-airfare-rates-pov-rates-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates). | **Estimated Miles:** | 20000 | **$13,100.00** |
| | | **Rate Per Mile:** | 0.655 | |
| | | **TOTAL COST:** | | **$375,183.34** |

**FINANCIAL RECOMMENDATION** **AGENDA DATE:** 06/04/2024

**Subject of Board Letter:** Approve Amendment No. 1 To Agreement No. 23-0411-001-SF With The State Of California Department Of Food And Agriculture To Provide Funding For The Pest Exclusion Detection Dog Program For An Additional Dog And Pay Units To Support Position.

**BY:** 2024 **FUND:** 10000

The use of Designations, as follows:

| NAME OF DESIGNATION | ORG | AMOUNT |
|---|---|---|
| | | |

The increase (decrease) in anticipated revenue, as follows:

*Informational*

| ORG | ACCT | PROG | PROJ/GR | AMOUNT |
|---|---|---|---|---|
| 260155 | 452210 | | | 53,823 |
| | | | | |
| | | | | |
| | | | | |
| | | | **ORG TOTAL** | 53,823 |

*Informational*

| ORG | ACCT | PROG | PROJ/GR | AMOUNT |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | **ORG TOTAL** | $0 |

**GRAND TOTAL ANTICIPATED REVENUE** 53,823

The increase (decrease) in appropriations, as follows:

*Informational*

| ORG | ACCT | PROG | PROJ/GR | AMOUNT |
|---|---|---|---|---|
| 260155 | 600000 | | | 53,823 |
| | | | | - |
| | | | | |
| | | | | |
| | | | **ORG TOTAL** | 53,823 |

*Informational*

| ORG | ACCT | PROG | PROJ/GR | AMOUNT |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | **ORG TOTAL** | $0 |

**GRAND TOTAL APPROPRIATION** 53,823