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Speaker Won Pat <speaker@judiwonpat.com>
Guam

11:12 AM (1 minute ago)

7/14/2014 7/10/2014

Guam State Clearing House **E-Mailed

Ref: Guam Customs and Quarantine Agency federal grant application submitted for intergovernmental review 32-14-1825

2 Attachments



2014 JUL 14 AM 11:25

R

32-14-1825

Office of the speaker
Keith T. ... I.D.

Date 7/14/14
Time 11:14 AM
Received by [Signature]

1825



GUAM STATE CLEARINGHOUSE

P.O. Box 2950 Hagåtña, Guam 96932

Tel: (671) 475-9380

Website: www.gsc.guam.gov

Email: clearinghouse@guam.gov

EDDIE BAZA CALVO

I Maga'låhen Guahan

RAYMOND S. TENORIO

I Segundu Na Maga'låhen Guahan

Kate G. Baltazar

Administrator

July 10, 2014

Honorable Judith T. Won Pat, Ed.D.

Speaker

I Mina'Trentai Dos Na Liheslaturan Guåhan

155 Hesler Place

Hagåtña, Guåhan 96910

Ref: Guam Customs and Quarantine Agency federal grant application submitted for intergovernmental review

Hafa Adai Speaker Won Pat:

This communication is to respectfully notify you the Guam State Clearinghouse (GSC) has received a federal grant application from the *Guam Customs and Quarantine Agency*. The GSC has accepted the application, assigned State Application Identifier (SAI) number 03206141146Y, and has initiated the process for intergovernmental review. Information on the application is provided below:

CFDA Number: 10.025

Grantor: U.S Department of Agriculture

Grant Title: Guam Canine Teams for Passenger Processing Project

Details: The Guam Customs and Quarantine Agency (CQA) will use these funds to hire more Dog Detectives due to the fact that the current detectives are nearing retirement. The funds will help with the cost of equipment as well as the maintenance of such equipment. By increasing the amount of canine teams through financial assistance from USDA, the Guam CQA can increase inspections at the International Airport Terminal. This enhancement of the current program, accompanied by the addition of future teams will effectively address a preventative detection program that coincides with anticipated increase in trade flow which will provide a "First Line of Defense" against plant pest and animal diseases.

Start Date: 06/01/2014

End Date: 05/31/2014

Federal Amount: \$25,551.00

Deadline for comments is **July, 21, 2014** and can be sent via email to clearinghouse@guam.gov. This is in an effort to reduce costs associated with the review process while maintaining efficiency. This notice is sent to you as part of the intergovernmental review of this application and may be referred to the appropriate overseeing committee of *I Liheslaturan Guåhan*. The GSC point of contact designated for this application is Roe-Ann M. Cruz and can be contacted via e-mail at roeann.cruz@guam.gov. Please convey any instruction to GSC that may be incorporated in the review of this application.

Dångkolo Na Si Yu'os Ma'åse',

Kate G. Baltazar

Administrator

CC: File

07-0-1482

SAI#: 072061411467



CUSTOMS & QUARANTINE AGENCY, GUAM

Guam's First Line of Defense • Protecting Our Island, Our People, Our Resources

Director's Office

Director - Pedro A. Leon Guerrero, Jr.
Chief of Customs - Raffaele M.J. Sgambelluri

Doc. Ref. No.: CQA DIR 124 14

May 7, 2014

Carlos Martinez, Associate Executive Director
c/o Vernon Harrington
300 Ala Moana Blvd., Room 8 120
Honolulu, HI 96850



**GUAM STATE
CLEARINGHOUSE**

JUN 10 2014 *[Signature]*

**Notice: Receipt of this document
"DOES NOT" imply that
all submission requirements
have been met.**

Dear Mr. Martinez,

Your concurrence is requested to allow pre award costs, in the amount of \$2,500.00, to begin work on June 1, 2014 on the Guam Canine Teams for Passenger Processing Project. It is necessary to begin work in June to send four recruit canine handlers to the basic canine course and two current detector dog handlers to the canine training course in Georgia, as well as to prepare for the canines' arrival into Guam.

Costs incurred prior to signing of the Notice of Cooperative Agreement Award will not exceed \$2,500.00 of the total Federal funds, \$25,551.00, to be requested on the Application for Federal Assistance, SF 424. The pre award amount of \$2,500.00 will be used to purchase dog supplies for the canines.

I agree to manage the project funded by Federal money in accordance with Title 7 Code of Federal Regulations Part 3016 and/or 3019, whichever is applicable, the associated Office of Management and Budget (OMB) Guidance at Title 2 of the Code of Federal Regulations; and all other applicable laws, regulations, and guidelines.


I understand that APHIS is under no obligation in the absence of appropriations, if the award is not made, or if an award is made for a lesser amount than expected. Furthermore, I understand that reimbursements of such costs are contingent upon full execution of an award of Federal funding for this project.

Sincerely,

PEDRO A. LEON GUERRERO, JR.
Director, Guam Customs & Quarantine Agency

Mailing Address: 770 East Sunset Boulevard, Suite 240 Tiyan, Guam 96913
Executive Office: Suite 250, Guam Integrated Air Cargo Facility, Tiyan, Barrigada, Guam 96913
(671) 475 6202 • (671) 475 6227 Fax • www.cqa.guam.gov

APHIS concurs and approves this request as indicated by the signatures below.

Concurrence  5/16/14
ADODR Signature Date

Approved Work + Fin Plan / pcf 5/16/14
Spending Plan / FB
NOM Signature Date

 17 May 14
Carlos Martinez
Associate Executive Director
PPQ Operations
Date

cc CQA Director's Office
Chief of Customs
AED file
ADODR
Cooperator

Application for Federal Assistance SF-424	
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	
* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	
* If Revision, select appropriate letter(s): _____ * Other (Specify): _____	
* 3. Date Received: _____	4. Applicant Identifier: _____
5a. Federal Entity Identifier: _____	* 5b. Federal Award Identifier: 14-8515-1750-ca
State Use Only:	
6. Date Received by State: _____	7. State Application Identifier: _____
8. APPLICANT INFORMATION:	
* a. Legal Name: Guam Customs and Quarantine Agency	
* b. Employer/Taxpayer Identification Number (EIN/TIN): 98-0018947	* c. Organizational DUNS: 778904292
d. Address:	
* Street1: 770 E. Sunset Blvd.	_____
Street2:	_____
* City: Tiyan	_____
County:	_____
* State: Guam	_____
Province:	_____
* Country:	USA: UNITED STATES
* Zip / Postal Code: 96913	_____
e. Organizational Unit:	
Department Name: Bio-Security Task Force Canine Unit	Division Name: Special Enforcement Division
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix: Mr	* First Name: Joey
Middle Name: Terlaje	_____
* Last Name: Cruz	_____
Suffix:	_____
Title: Lieutenant	_____
Organizational Affiliation: _____	
* Telephone Number: (671)475-6235	Fax Number: (671)475-6236
* Email: joey.cruz@cqa.guam.gov	

Application for Federal Assistance SF-424

9. Type of Applicant 1: Select Applicant Type:

U.S. Territory or Possession

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Agriculture

11. Catalog of Federal Domestic Assistance Number:

10.025

CFDA Title:

Plant and Animal Disease, Pest Control, and Animal Care

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Guam

*** 15. Descriptive Title of Applicant's Project:**

Guam Canine Teams for Passenger Processing Project

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant GU-001

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date: *6/1/2014*

* b. End Date: *5/31/2014*

18. Estimated Funding (\$):

* a. Federal \$ 25,551.00
* b. Applicant 0.00
* c. State 0.00
* d. Local 0.00
* e. Other 0.00
* f. Program Income 0.00
* g. TOTAL \$ 25,551.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on .
 b. Program is subject to E.O. 12372 but has not been selected by the State for review.
 c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.) Applicant Federal Debt Delinquency Explanation**

Yes No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

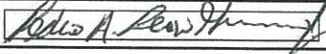
Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:  * Date Signed:

Application for Federal Assistance SF-424

*** Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

N/A

Farm Bill Survey Work Plan - Fiscal Year 2014

Cooperator:	Guam Customs & Quarantine Agency		
State:	Guam		
Project:	Guam Canine Teams for Passenger Processing		
Project funding source:	Farm Bill Survey <input checked="" type="checkbox"/>		
Project Coordinator:	Joey T. Cruz		
Agreement Number			
Contact Information:	Address:	770 E. Sunset Blvd. Tiyan GU. 96913	
	Phone:	(671)475-6327	Fax:
	Email Address:	joey.cruz@cqa.guam.gov	

This Work Plan reflects a cooperative relationship between the Guam Customs & Quarantine Agency (the Cooperator) and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Plant Protection and Quarantine (PPQ). It outlines the mission-related goals, objectives, and anticipated accomplishments as well as the approach for conducting a "Guam Customs Canine Team for Passenger Processing" and the related roles and responsibilities of the parties [e.g., mutual roles, APHIS role(s), and Cooperator role] as negotiated.

I) OBJECTIVES AND NEED FOR ASSISTANCE

The Guam Customs and Quarantine Agency (CQA) had two officers complete the Basic Canine Training course in 2005 at the USDA National Detector Dog Training Center (NDDTC) in Orlando, Florida but discontinued service due to other employment opportunities. In May of 2008 the CQA sent four of its officers and one supervisor to the NDDTC to attend the aforementioned Basic Canine Handler course and an Instructor course. Upon the arrival of the newly graduated and certified Agriculture Canine Handler/Trainer to Guam, these four Detector Dog (DD) Teams and their instructor acclimated and transitioned the canines for a few weeks. Soon after the teams started airport operations and a significant amount of prohibited agriculture seizures were made. Within the first two years, seizures of prohibited agriculture items made due to Agriculture Canine Teams totaled more than 3000 pounds. In 2011 the CQA went from four DD Teams to two DD Teams due to personal reasons and other employment endeavors.

Currently, the two DD teams perform agriculture enforcement passenger processing and continue to make an impact at the passenger airport terminal enforcing USDA regulations. The two DDs are nearing retirement from service and replacement canine/handler teams are

needed. USDA NDDTC canines are an effective tool in protecting the overall agriculture, infrastructure, resources and community; Guam is the largest port in Micronesia and the transit station for all commodities in the region. Agriculture DDs positioned at all ports of entry contribute to safeguarding the agriculture industry. By increasing the number of canine teams through financial assistance from USDA, the Guam CQA can increase inspections at the International Airport Terminal. This enhancement of the current program, accompanied by the addition of future teams will effectively address a preventative detection program that coincides with anticipated increases in trade flow provides a "First Line of Defense" against plant pests and animal diseases.

II) RESULTS OR BENEFITS EXPECTED

The Cooperator seeks to conduct a program which is expected to result in:

- A. What results or benefits will be derived from the cooperative effort? Use of bulleted Statements is acceptable.
- Increased Detector Dog (DD) capabilities on Guam that directly support early detection and prevention of Pests and Plant/ Animal Diseases incursions.
 - Increased DD Inspections capabilities to effectively address the buildup of military personnel relative to the relocation of military troops from Japan to Guam along with the rise of passenger arrivals from the Philippines, Russia, and the Asian tourist markets.
 - To provide substantial coverage of DD teams at the Guam International Airport Terminal with the addition of more DD teams.
 - To ensure Guam CQA continuity of DD Inspections Services to address the retirement of currently operational Agriculture Detector Dogs through the addition of more teams.
 - To facilitate a comprehensive inspection process to insure proper enforcement of the Code of Federal Regulations (9CFR & 7CFR) and Guam Code Annotated Agriculture enforcement statutes.
 - Enhancement of the current outreach program that are used for public awareness, education and compliance.
 - Improve collection and compilation of data relative to agriculture seizures and violations of arriving passengers from foreign countries and ports of origin under the purview of USDA APHIS PPQ, Guam Department of Agriculture and Guam CQA.
 - To foster, maintain and expand the productive working relationship between Guam CQA and USDA APHIS PPQ.

III) APPROACH

What is the plan of action or approach to the work?

1. The CQA will recruit officers from within the agency's current staffing pattern utilizing a four panel interview board, the CQA will then select four potential recruit canine

handlers to be transferred to the CQA Biosecurity Task Force (BSTF) Agriculture Detector Dog Unit (ADDU).

2. The CQA will send the four recruit canine handlers to the Basic Canine Course and its two current agriculture DD handlers to the Canine Training Course at the National Detector Dog Training Center (NDDTC).
3. Upon completion of the NDDTC Basic Canine Course the four handlers will then return to Guam to conduct DD operations at the Guam International Airport Terminal on inbound passenger baggage.
4. Upon completion of the NDDTC Trainer Course the two trainers will then return to Guam to start a training program to support the four new agriculture DD teams, to insure that the proficiency of each DD team stays at a level conducive to the NDDTC and the CQA BSTF ADDU standards.
5. The CQA will procure equipment and supplies in support of ADDU operations and training, to insure sustainability of the program.
6. The DDs will have a bi-annual medical checkup to insure the health and wellbeing of the canines. All medical reports will be submitted to USDA APHIS PPQ for review.
7. The CQA will continue to collect and compile all pertinent data and submit reports to USDA APHIS PPQ on a quarterly basis.
8. The CQA will continue to utilize DDs as an outreach educational tool for public and industry awareness.
9. The CQA will provide regular care, maintenance, daily grooming, feeding of DDs.

A. The Cooperator and APHIS Mutually Agree to/that:

- Utilize Cooperator funds (if any) and APHIS program funding, as outlined in the Financial Plan, to support the Farm Bill objectives.
- Any data obtained will be shared by the Cooperator and APHIS.

1. What is the quantitative projection of accomplishments to be achieved?

- a. By activity or function, what are the anticipated accomplishments by month, quarter, or other specified intervals?

First year is to increase Agriculture Quarantine Inspection services at the passenger terminal (inspection and control) through an increase of Agriculture DD inspections that will cover arriving flights from domestic inter-island and foreign countries to insure proper coverage at during high peak passenger arrival hours.

Second year is to be used as a gauge for improvements and expansion of inspections and training programs. Use statistical data compiled by Agriculture DD inspections to identify peak prohibited or restricted agriculture violation periods and the associated arrival origins, passengers types, and concealment methods. This information will be used to identify shortfalls and gaps in the inspection process and techniques.

-
-
- b. What criteria will be used to evaluate the project? What are the anticipated results and successes?

The criteria used to evaluate the project will be the statistical data collected and submitted to USDA APHIS PPQ on a quarterly basis. The compiled data will be utilized to analyze and gauge seizures of prohibited and restricted agriculture commodities arriving through passenger baggage via Guam International Air Terminal as a result of Agriculture DD inspections. The anticipated results and successes are the increase in inspections and enforcement at the Air Terminal through the increase of Agriculture DD teams and the elevated awareness and compliance of the general public.

- c. What methodology will be used to determine if:

1. Identified needs are met

Identified needs are met through a comparison of compiled data from FY2013 and FY2014 Agriculture DD inspections and a comparison of data collected from the CQA BSTF data of the correlating years.

2. Results and benefits are achieved

Results and benefits are achieved through an increase of Agriculture DD Teams (Handler and Canine). Increases of inspection and enforcement efforts by the Agriculture DD Teams in cooperation with the CQA line officers insure that quality inspections and sufficient inspection coverage of arriving flights are conducted in an effective and efficient manner.

2. What type of data will be collected and how will it be maintained?

- a. Address timelines for collection and recording of data.

All pertinent data and reports will be collected by CQA BSTF ADDU on a daily basis and maintained through an electronic and paper base system, and compiled quarterly for submission to USDA APHIS PPQ, Guam.

- b. How will APHIS be provided access to the data?

USDA APHIS PPQ will be provided with all the pertinent statistical data and report submissions monthly (starting upon completion of NDDTC training and acclimation) via email and in case of disrupted

or intermitted service , via flash drive or other electronic media to the USDA APHIS PPQ Guam office in the appropriate format.

B. The Cooperator will:

1. By function, what work is to be accomplished?

Work to be accomplished by the CQA involves Guam International Air Terminal passenger baggage inspections, continued outreach program, and overall program sustainability.

2. What resources are required to perform the work?

The CQA will need the following: Food and Veterinarian services, supplies (canine, vehicle, kennel, and maintenance), and contractual services to properly meet operational and administrative goals under the proposed program.

3. What numbers and types of personnel will be needed and what will they be doing?

The CQA employs 139 officers. Two officers specialize in Agriculture DD inspections along with two DDs which are nearing retirement from service, CQA will need four additional officers to go to the Basic Canine Training course conducted at the NDDTC and the two current handlers will retire the present DDs and attend The Canine Trainer Course at aforementioned training center. Upon completion of said courses the four new handlers' duties and responsibilities will be: maintain health and welfare of canines, passenger inspections and follow up inspections at the Guam International Air Terminal, provide public outreach presentation services, conduct DD Proficiency Maintenance Training (PMT), conduct monthly kennel maintenance, and daily equipment maintenance. The two trainers will provide administrative support as well as starting a training program conducive to CQA BSTF ADDU and NDDTC standards. The trainers duties are as follows: insure the health and welfare of all canines are maintained, review and approve all DD PMTs, conduct and coordinate quality control training for all DD Teams, review the compilation and submission of all required reports, establish and maintain an accurate account of all expenditures, procure all supplies and equipment to accomplish CQA ADDU program goals, coordinate supervise and assist monthly kennel maintenance, coordinate all public outreach programs and services.

4. What equipment will be needed to perform the work? Include major items of equipment with a value of \$5,000 or more.

a. What equipment will be provided by the cooperator?

The CQA issued equipment and required CQA issued uniform/gear will be provided at no cost to USDA APHIS PPQ during this work plan agreement. Used CQA Vehicles and a DD Transport Trailer acquired through the Law Enforcement Support Office (LESO) program between the U.S. Military and local Law Enforcement entities on Guam.

b. What equipment will be provided by APHIS?

None.

c. What equipment will be purchased in whole or in part with APHIS Funds?

None.

d. How will the equipment be used?

Issued equipment will be used in daily work and vehicles will be used to transport personnel and canine.

e. What is the proposed method of disposition of the equipment upon termination of the agreement/project?

Equipment will remain the property of CQA.

5. Identify information technology equipment, e.g., computers, and their ancillary components. All information technology supplies (e.g., small items of equipment, connectivity through air cards or high speed internet access, GPS units, radios for emergency operations etc.) should be specifically identified.

Network servers, internet access, computers, and printers.

6. What supplies will be needed to perform the work? Identify individual supplies with a cumulative value of \$5,000 or more as a separate item. ****All information technology supplies (e.g., small items of equipment, connectivity through air cards or high speed internet access, GPS units, radios for emergency operations) should be specifically identified above.**

a. What supplies will be provided by the Cooperator?

The CQA will provide communication devices for the assigned officers under this program at no cost.

b. What supplies will be provided by APHIS?

None.

c. What supplies will be purchased in whole or in part with APHIS funds?

Funds will be used to procure items such as miscellaneous operational/field supplies, dog supplies, vehicle supplies, training articles, canine medical supplies, food and veterinarian services.

d. How will the supplies be used?

The supplies will be used to maintain the health and welfare of the Agriculture DDs as well as the training needed to sustain a proficient program, and daily operational needs.

e. What is the proposed method of disposition of the supplies with a cumulative value over \$5,000 upon termination of the agreement/project?

Upon the termination of the agreement/project, all supplies will remain with the CQA ADDU.

7. What procurements will be made in support of the funded project and what is the method of procurement (e.g., lease, purchase)?
(Cooperator procurements shall be in accordance with OMB Circulars A-102 or A110, as applicable.)

Supplies and contractual services will be purchased following the established Government of Guam procedures.

8. What are the travel needs for the project?

a. Is there any local travel to daily work sites? Who is the approving official? What are the methods of payment? Indicate rates and total costs in the Financial Plan.

Daily travel will be local travel only by vehicle to and from designated job sites. Vehicle will be provided by Cooperator.

b. What extended or overnight travel will be performed (number of trips, their purpose, and approximate dates). Who is the approving official?

USDA APHIS PPQ will fund this travel by retaining \$124,449 of the \$150,000 allocated for this project (\$86,204 for travel costs and \$38,245 for NDDTC course costs).

Travel is anticipated to send four officers to attend the Basic Canine Course and two current handlers to attend the Canine Training Course in Newnan, GA. The approximate training date given by NDDTC is from June 16, 2014 thru September 19, 2014. The approving official will be the USDA APHIS PPQ Port Director.

- c. What is the method of payment? Indicate rates and total cost in the Financial Plan.

N/A

9. Reports:

- a. Submit all reports to the APHIS Authorized Department Officer's Designated Representative (ADODR). Reports include:
1. Narrative accomplishment reports in the frequency and time frame specified in the Notice of Award, Article 4.
 2. Federal Financial Reports, SF-425 (replaces SF-269 October 1, 2009) in the frequency and time frame specified in the Notice of Award, Article 4.

10. Are there any other contributing parties who will be working on the project?

- a. List Participating Agency/Institution:

None.

- b. List all who will work on the project:

None.

- c. Describe the nature of their effort:

Not Applicable

- d. Contribution:

None.

C. APHIS Will:

- 1. Outline the Agency's (USDA APHIS PPQ) substantial involvement.**

1. (a) Include any significant Agency collaboration and participation
 - Provide FY 2014 Farm Bill funds to the cooperator to cover costs as outlined in the financial plan.
 - Provide direct DD coordinator oversight and additional guidance and/or technical assistance.
 - Assist in clarifying survey methods and detection, as well as, identification resources, as needed.
 - Support the work and financial plan development by the cooperator.
 - Ensure that cooperator receives survey supplies, as provided by the program.
 - Assist with training and outreach.

1. (b) Project oversight and performance management
 - Notify the cooperator of reporting deadlines.
 - Provide guidance in the compilation and submitting of reports and other administrative matters.
 - Maintain data spreadsheets showing due dates for reports, requests for allocation, forms submitted, tracked by the survey specialist.
 - Provide general oversight and quality assurance of the program.

2. **What equipment will be needed to perform the work?** Include major items of equipment with a value of \$5,000 or more.

- a. Will Equipment be loaned or provided by APHIS? Yes No (If Yes, please list:
- b. How will the equipment be used? Not Applicable.

IV) GEOGRAPHIC LOCATION OF PROJECT

- A. Is the project statewide or in specific counties, townships, and/or national or state parks? (List the names of all counties, townships, and/or national or state parks, and tribal areas that apply)

This project is specific to the Territory of Guam and the ports of entry at the A.B. Won Pat International Airport Terminal, Village of Tamuning; Andersen Air Force Base Terminal, Village of Yigo.

- B. What type of terrain (e.g., cropland, rangeland, woodland) will be involved in the project?

Ports of Entry including International Airport and Anderson Air Force Base Terminal are both developed terrain types.

- C. Are there any unusual features which may have an impact on the project or activity such as rivers, lakes, wild life sanctuaries, commercial beekeepers etc? (list all that apply)

None.

D. Identify the kind of data to be collected:

The data collected and submitted to the USDA AQI by the current agriculture handlers are taken on a daily/monthly basis. The current reports include the two agriculture DDs' cumulative/individual statistical status and are as follows:

Agriculture Detector Dog Statistical Summary – Daily

- Status of Handler and Canine
- Total number of inspected flights, flight number and origin
- Total number of terminating passengers on inspected flights
- Total number of terminating crew on inspected flights
- Total number of DD inspected bags and boxes
- Total canine responses, positive responses and responses with seizures
- Type of items seized (Beef/Pork/Chicken/Citrus/Mango)
- Type of items seized by weight
- Total weight of items seized
- Location/s of seizures made (Hand carry/Checked Bags[PIT])
- Seizure made on Crew member
- Civil Penalties assessed/issued
- DD's False Response
- DD's Proficiency Rating by percentage (%)
- DD's Seizure Rating by percentage (%)
- Total days worked

Agriculture Detector Dog Statistical Summary – Monthly

- Total number of inspected flights
- Total number of terminating passengers on inspected flights
- Total number of terminating crew on inspected flights
- Total number of DD inspected bags and boxes
- Total canine responses, positive responses and responses with seizures
- Type of items seized (Beef/Pork/Chicken/Citrus/Mango)
- Type of items seized by weight
- Total weight of items seized
- Civil Penalties assessed/issued

E. Establish criteria to evaluate the results and successes of the project:

1. Results:

Criteria for results will be based on the DD's proficiency rating by percentage and their false responses. Criteria for the Handler's will be based on their ability to conduct an entire PMT thought process (Written, Oral and Execution) and on an annual validation conducted by USDA NDDTC Instructors.

2. Successes:

Criteria for success will be based on the comparison of statistical data collected and compiled from previous years: Seizures, Validations, Out Reach Demonstrations, and Civil Penalties assessed/issued.

F. Methodology used to determine if the results and benefits are achieved:

1. Identified needs are met:

Through a comparison approach, that the objectives and goals are developed and established with in the covered work plan year and funding period.

2. Results and benefits are achieved:

Through a comparison of the previous year's statistical reports, outreach/educational programs, proper knowledge of USDA importation rules and regulations (Public Awareness) and expansion of Agriculture DD Teams.

V) DATA COLLECTION AND MAINTENANCE

All survey data from cooperative agreements involving pest surveys will be entered into the NAPIS database.

- i) First record for the State and/or County will be entered within **48 hours** of confirmation of identification by a qualified identifier.
- ii) All other required records, both positive and negative survey data, must be entered **within two weeks** of confirmation.
- iii) All records are to be entered into the NAPIS database by **the end of the cooperative agreement** so these data can be included in Farm Bill reports.

VI) TAXONOMIC SUPPORT

A. Person or Institution that will screen targets (Name & Contact Information)

- Russell Campbell, PhD- Guam Department of Agriculture, Guam Plant Inspection Facility; 671-475-1427
- University of Guam's Agriculture Cooperative Extension

OR

- B. Request for taxonomic support.

VII) SIGNATURES

 5-5-14.
Major Philip S.M. Taijeron, Jr. Date

 5/5/14
Pedro A. Leon Guerrero Jr., ROAR Date

 5/6/14
Vernon Harrington, ADODR Date

Farm Bill Surveys

Detailed Survey Financial Plan (submit with Work Plan)

COOPERATOR NAME: Guam Customs & Quarantine Agency

TIME PERIOD: June 1, 2014 – May 31, 2015

Financial Plan must match the SF-424A, Section B, Budget Categories

ITEM	APHIS FUNDS	COOPERATOR FUNDS (Show even if zero)
PERSONNEL:	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00
FRINGE BENEFITS:	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00
TRAVEL:		
Subtotal	\$0.00	\$0.00
EQUIPMENT:		
Subtotal	\$0.00	\$0.00
SUPPLIES		
Dog Supplies (feed and water bowls, portable kennels, chokers, grooming tools, leash, pouches and other miscellaneous items)	\$2,500.00	\$0.00
Initial one time purchase of proficiency maintenance training articles (suitcases (hard/soft), boxes, handbags, Coolers, etc.)	\$2,500.00	\$0.00
Training articles to conduct yearly USDA Re-certification and Proficiency Training (target and non-target articles)	\$2,200.00	\$0.00
Based on an annual consumption of 200 – 300 grams of dog food per day/dog and at 15,000 grams per bag of dog food at \$64.00 per bag and 6 (\$384.00) bags for after ending of fiscal year coverage cushion.	\$2,300.00	\$0.00
Heart-Worm Preventive Pills (\$80/12 month supply)	\$640.00	\$0.00
Shampoo (Frontline \$85/6 month supply per canine – Treatments Spray \$40/6 month supply per canine)	\$1,000.00	\$0.00
Canine medication, First Aid Kits and health related supplies	\$1,000.00	
Vehicle Supplies	\$1,500.00	
Miscellaneous	\$311.00	\$0.00
Subtotal	\$13,951.00	\$0.00
CONTRACTUAL		
Wireless Wi-Fi Communications service	\$700.00	\$0.00
Vehicle repair and maintenance	\$1,500.00	\$0.00
Fuel	\$5,000.00	\$0.00
Equipment maintenance	\$500.00	\$0.00
Bi-Annual Canine Check / Annual Vaccination & Teeth Cleaning (\$600/Canine)	\$2,400.00	\$0.00

BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		Total (g)
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	
1.	10.025	\$	\$	\$ 25,551.00	\$	25,551.00
2.						0.00
3.						0.00
4.						0.00
5. Totals		\$ 0.00	\$ 0.00	\$ 25,551.00	\$ 0.00	25,551.00

SECTION B - BUDGET CATEGORIES

Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
a. Personnel	\$	0.00	\$	\$	0.00
b. Fringe Benefits		0.00			0.00
c. Travel					0.00
d. Equipment		0.00			0.00
e. Supplies		13,951.00			13,951.00
f. Contractual		11,600.00			11,600.00
g. Construction		0.00			0.00
h. Other		0.00			0.00
i. Total Direct Charges (sum of 6a-6h)		25,551.00	0.00	0.00	25,551.00
j. Indirect Charges					0.00
k. TOTALS (sum of 6i and 6j)	\$	25,551.00	\$ 0.00	\$ 0.00	\$ 25,551.00

7. Program Income	\$		\$	\$	\$
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SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8.	\$	\$	\$	\$	0.00
9.					0.00
10.					0.00
11.					0.00
12. TOTAL (sum of lines 8-11)	\$	0.00 \$	0.00 \$	0.00 \$	0.00

SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 25,551.00	\$ 25,551.00	\$	\$	\$
14. Non-Federal	0.00				
15. TOTAL (sum of lines 13 and 14)	\$ 25,551.00	\$ 25,551.00	0.00 \$	0.00 \$	0.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (Years)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16.	\$	\$	\$	\$	
17.					
18.					
19.					
20. TOTAL (sum of lines 16-19)	\$	0.00 \$	0.00 \$	0.00 \$	0.00

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges: \$25,551.00	22. Indirect Charges: \$0.00
23. Remarks:	



CUSTOMS & QUARANTINE AGENCY, GUAM

Guam's First Line of Defense • Protecting Our Island, Our People, Our Resources

Directors office

CQA Director – Pedro A. Leon Guerrero, Jr.
Chief of Customs – Raffaele M.J. Sgambelluri

Addendum to Cooperative Agreement - Article 4(a)

DESIGNATION OF THE RECIPIENT (STATE) ORGANIZATION AUTHORIZED REPRESENTATIVE (ROAR)

Designated below is the authorized representative who shall be responsible for collaboratively administering the activities conducted under this Agreement.

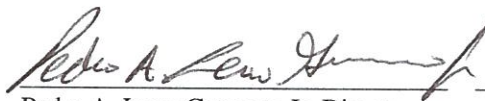
Name: Pedro A. Leon Guerrero Jr.
Title: Director, Guam Customs & Quarantine Agency
Address: 770 E. Sunset Blvd. STE 240
Tiyan, Gu. 96913

Telephone: (671) 475-6202

Designated below is the individual responsible for certifying the Federal Financial Report (FFR) Standard Form 425, and the Request for Advance or Reimbursement, Standard Form 270.

Name: Pedro A. Leon Guerrero Jr.
Title: Director, Guam Customs & Quarantine Agency
Address: 770 E. Sunset Blvd. STE 240
Tiyan, Gu. 96913

Telephone: (671) 475-6202

 9/29/14
Pedro A. Leon Guerrero Jr. Director Date
Guam Customs & Quarantine Agency

SUPPLEMENTAL COOPERATOR INFORMATION SHEET

Additional information needed to fulfill FFATA requirements

Cooperator Name: Guam Customs and Quarantine Agency		Agreement Number: 14-8515-1750-CA
Parent DUNS Number: 778904292	Primary Performance Street Address: 770 E. Sunset Blvd.	
Primary Performance City: Tiyán		Primary Performance State: Guam
Primary Performance Zip plus 4: 96913-1507	County of Primary Performance: Guam	Primary Performance Country: U.S.
Performance in Multiple States: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Performance in Multiple Counties: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Comments: None		

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

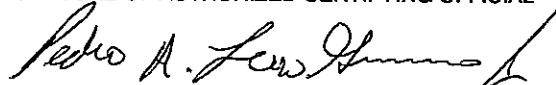
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Director
APPLICANT ORGANIZATION Guam Customs and Quarnatine Agency	DATE SUBMITTED 5/29/14

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Expiration Date	May 31, 2015

NOTICE OF COOPERATIVE AGREEMENT AWARD
BETWEEN THE
GUAM CUSTOMS & QUARANTINE AGENCY (COOPERATOR)
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
PLANT PROTECTION AND QUARANTINE (PPQ)

ARTICLE 1 - PURPOSE

The purpose of this **Agreement** is to provide Federal financial assistance to conduct activities that will provide specific information to the Cooperator, APHIS, and other interested parties for the Guam Canine Teams for Passenger Processing/Farm Bill.

ARTICLE 2 - AUTHORITIES

Under the Plant Protection Act (PPA), as amended, (7 USC §§ 7701 et. seq.), the Secretary of Agriculture is authorized to issue regulations and orders to prevent, detect, control, eradicate, suppress, or retard the spread of plant pests or noxious weeds into or within the United States and to cooperate with other Federal agencies or entities, States or political subdivisions of States, national governments, local governments of other nations, domestic or international organizations, domestic or international associations, and other persons to carry out the purposes of the PPA.

Pursuant to 7 USC § 2279g, notwithstanding Chapter 63 of Title 31, APHIS is authorized to use cooperative agreements to reflect a relationship with a state or other Cooperator to carry out programs to protect the nation's animal and plant resources or to carry out educational programs or special studies to improve the safety of the nation's food supply.

ARTICLE 3 – MUTUAL UNDERSTANDINGS AND RESPONSIBILITIES

The cooperating parties agree to/that:

- a. A mutually satisfactory annual **Work Plan** and **Financial Plan** developed by the Cooperator and APHIS are incorporated into this **Agreement** by reference. If APHIS initially awards a reduced level of funding during a Continuing Resolution (CR), there will be a

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corresponding decrease in the projected accomplishments for the funding period. Upon extension of the CR or passage of an appropriation by Congress, revisions will be executed to increase the federal share, based on available funds, not to exceed the level reflected in the annual Financial Plan.

b. The provisions of this **Agreement** will not replace functions that are being conducted by the Cooperator but will supplement those activities and increase program benefits to all parties.

c. The employee(s) responsible for this work will be under the general program direction of the Cooperator and APHIS. Supervision of personnel will be provided by their employing organization, and they will be subject to their employing organizations rules and regulations.

ARTICLE 4 – COOPERATOR RESPONSIBILITIES

The Cooperator understands and agrees to/that:

a. Designate in writing to APHIS the Cooperator's authorized representative who shall be responsible for collaboratively administering the activities conducted under this **Agreement**.

b. Furnish personnel, as required, to accomplish the activities outlined in the **Work Plan and Financial Plan**.

c. Provide funds as partial payment of expenditures incurred in carrying out the terms of this **Agreement** in accordance with the **Work Plan and Financial Plan**.

d. The Cooperator's representative designated as required in Article 4.a shall submit to APHIS' authorized representative semiannual performance reports on activities outlined in the Work Plan. The reports will be used by APHIS to verify compliance with provisions of this **Agreement**. They are due:

Reporting Period

June 1, 2014 – September 30, 2014

October 1, 2014 – May 31, 2015

Report Date Due

October 30, 2014

August 30, 2015

Any requests for an extension of time to submit the reports must be justified and made in writing to APHIS' authorized representative before expiration of the initial 30 or 90 day period allowed for submitting the report. Extensions of time to submit the reports are subject to the discretion of APHIS' authorized representative and, if allowed, shall be provided by the authorized

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representative in writing. When an agreement includes multiple projects covered by multiple Work Plans and Financial Plans, each project must be reported separately.

e. Submit to APHIS' designated representative properly certified semiannual Federal Financial Reports (FFR), **SF-425**. They are due:

<u>Reporting Period</u>	<u>Report Date Due</u>
June 1, 2014 – September 30, 2014	October 30, 2014
October 1, 2014 – May 31, 2015	August 30, 2015

Any requests for an extension of time to submit the FFR must be justified and made in writing to APHIS' authorized representative before expiration of the initial 30 or 90 day period allowed for submitting the report. Extensions of time to submit the FFR are subject to the discretion of APHIS' authorized representative and, if allowed, shall be provided by the authorized representative in writing. When an agreement includes multiple projects covered by multiple Work Plans and Financial Plans, each project must be reported on a separate FFR. **Further, all federal funds reflected as unobligated on the final FFR will no longer be available for obligation by the Cooperator.**

f. Treat any program income derived under this **Agreement** using the Deduction Alternative in accordance with the provisions of 7 CFR 3016.25(g)(1) which provides for a decrease in the financial contributions of each cooperating party to this project.

g. Submit to APHIS a properly certified Request for Advance or Reimbursement, SF-270, when requesting payment for expenditures. A payment request may be submitted quarterly or more frequently; however, advance of funds will be made by APHIS in increments as indicated under 11.j of the SF-270 to cover monthly disbursement needs.

h. APHIS may withhold payments called for in Article 5.b under the conditions outlined in 7 CFR 3016.21(g), including failure to comply with project objectives, the terms and conditions of the award, and Federal reporting requirements; if the Cooperator or a sub-recipient is delinquent on debt to the United States, or such other conditions outlined in the cited regulations.

i. Comply with 2 CFR 417, Subpart C to ensure that any subrecipients that carry out the provisions of this **Agreement** are not debarred or suspended. Subrecipients are required to disclose if they, or any of their principals, are presently excluded or disqualified.

j. Comply with and enforce the requirements for a drug-free workplace as mandated in 2 CFR Part 421, "Requirements for Drug-Free Workplace".

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k. Comply with and enforce the requirements in 7 CFR 3018.110 (d) (1) and (2) for completion of the Certification Regarding Lobbying and the SF-LLL, Disclosure of Lobbying Activities. Such certifications and disclosures apply to the Cooperator and any subgrants and subcontracts exceeding \$100,000.

l. When connected to the USDA, APHIS network, comply with the security guidelines as outlined in the USDA Cyber Security Manual Series 3500; including USDA Departmental Manual (DM) 3515, "Privacy Requirements", and USDA DM 3525, "USDA Internet Use and E-Mail Security". The Cooperator will not download any material (i.e., pictures, movies, or music files) bearing a copyright nor access any material defined as inappropriate in these regulations and directives. The Cooperator agrees that any of its personnel that are given access to the APHIS network, any systems on the APHIS network, or any personnel using APHIS owned computer equipment will take any APHIS required security and privacy training.

m. Work with the appropriate APHIS Program Unit's Information Systems Security Manager to ensure compliance with National Institute of Standards and Technology (NIST) system requirements and APHIS' Certification and Accreditation (C&A) standards. Specifically, the Cooperator will comply with NIST SP 800 – 37, "Guide for the Security Certification and Accreditation of Federal Information Systems"; NIST SP 800 – 53, "Recommended Security Controls for Federal Information Systems"; APHIS C&A Manual including APHIS C&A Templates; and any other relevant NIST and APHIS guides. Refer to the NIST website at <http://csrc.nist.gov/publications/nistpubs/index.html> to obtain copies of the NIST C&A publications.

n. When transmit frequency determining devices (transmitters) are owned by the Federal Government, the Federal Government will have responsibility for frequency support (frequency authorizations for fixed locations). If Cooperator-owned devices are provided, it will be the Cooperator's responsibility to obtain frequency support by application to the Federal Communications Commission for use of government frequencies, or to obtain non government frequencies. All radio equipment will be maintained to original factory technical specifications. Mobile radio equipment removed from service will be kept at a central location with notification made to the designated Federal official. Notification of any changes, relocation, or removal of base stations or repeater stations in the system will be made to the APHIS Radio Communications Manager at Lakewood, Colorado, who will be available for technical guidance and, if needed, make periodic trips to monitor the system.

o. Maintain an inventory control system of property purchased by the Cooperator in whole or in part with Federal funds as required in the Section entitled "Equipment" of 7 CFR 3016.32. Cooperators shall conduct a physical inventory at least every two years and make available, as requested, the required records for review by APHIS.

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p. Provide an annual inventory report of any Federally-owned or Federally-leased equipment on loan to the Cooperator to include a description, manufacturer model and serial number, acquisition date and cost. A disposition request shall be made to APHIS when the property is no longer needed.

q. When the Federal share of total project costs as reflected in the **Financial Plan** is over \$100,000 and a cumulative transfer among direct cost categories is in excess of ten percent of the current approved total budget, the Cooperator will request written prior approval for the budget revision. The Cooperator will submit a revised SF-424A, Budget Information, and detailed **Financial Plan** under a cover letter to the APHIS awarding official containing a narrative justification for the proposed revision. Transfers of funds among programs, functions, or activities as indicated in Section B of the SF-424A is prohibited.

r. Comply with the requirements for coordination, development, and use of geospatial data as mandated in OMB Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities".

s. Meet the reporting requirements of the Federal Funding Accountability and Transparency Act by providing the following information. Parent organization DUNS number; primary place of performance street address, city, county, state, country and zip code; indicate if performance is in multiple counties and/or states; and provide any comments that might be relevant. APHIS will provide a supplemental sheet for the Cooperator's convenience in recording this information.

t. Pursuant to 31 USC 3706 and 7 CFR 3.10 to 7 CFR 3.21, any funds paid to a Cooperator in excess of the amount to which the Cooperator is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:

- (1) Making an administrative offset against other requests for reimbursements.
- (2) Withhold advance payments otherwise due to the Cooperator
- (3) Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 USC, Chapter 37.

u. Any information furnished to APHIS under this **Agreement** is subject to the Freedom of Information Act (5 USC 552).

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v. Unless otherwise specified in the Work Plan, provide vehicles and other equipment for its employee(s) while performing the activities outlined in the Work Plan.

w. Comply with the Executive Order entitled "Federal Leadership on Reducing Text Messaging While Driving" signed by President Barack Obama on October 1, 2009, by prohibiting Cooperator employees, Cooperators, subrecipients, contractors, and subcontractors from texting while driving on official business and/or in Federally-owned, rented, or leased vehicles (collectively government owned vehicles) or privately owned vehicles when on official Government business or when performing any work for or on behalf of or in cooperation with the Federal government.

Further, APHIS encourages the Cooperator to implement--and to encourage its Cooperators, subrecipients, contractors, and subcontractors, to implement--new rules and programs, and re-evaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach for its employees about the safety risks associated with texting while driving. These initiatives should encourage voluntary compliance with the text messaging policy while off duty.

For purposes of this requirement, the following definitions apply:

(1) "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

(2) "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

x. When specified in the work plan, submit to APHIS, prior to publishing any request for proposals or invitation to bid, a copy of draft statement(s) of work and specifications for products or services to be procured in support of the project covered by this Agreement. APHIS will be provided 15 calendar days to review these documents and provide input on the content.

y. Conduct audits as required under 7 CFR 3016.26 and notify the APHIS designated representative of completion of the audit and provide APHIS with either a copy of the audit report or the website where it is posted.

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z. Post “And Justice for All” posters in work spaces which provide instruction for filing a program complaint of discrimination. The poster is available on the AC website as follows: <http://www.aphis.usda.gov/mrpbs/fmd/toolkit.shtml> .

ARTICLE 5 – APHIS RESPONSIBILITIES

APHIS agrees to/that:

a. Designate in writing to the Cooperator APHIS' Authorized Departmental Officer's Designated Representative (ADODR) who shall be responsible for collaboratively administering the activities conducted under this **Agreement**. Should this individual be temporarily detailed to another position or on extended absence, a letter will be issued to the Cooperator by the APHIS signatory official to appoint a temporary ADODR.

b. Provide funds on an advance or reimbursable basis as partial payment of allowable, agreed-to costs incurred by the Cooperator in carrying out the terms of this **Agreement** in accordance with the **Work Plan and Financial Plan**.

c. Make advance payments, if requested by the Cooperator, monthly and upon receipt of a properly certified Request for Advance or Reimbursement, SF270.

d. Provide personnel and other resources to carry out its responsibilities as outlined in the **Work Plan and Financial Plan**.

e. Upon receipt of any **final** Federal Financial Report, SF-425, that reflects an unobligated balance of \$1,000 or more, provide written notification to the Cooperator that the balance of Federal funds reported as unobligated will no longer be available to the Cooperator. Balances of less than \$1,000 will automatically be deobligated by APHIS without notification.

f. Assist the Cooperator in selecting qualified candidates to perform activities outlined in the **Work Plan and Financial Plan** and provide general program direction to employees assigned to the cooperative endeavor. However, the assigned employees will remain subject to the Cooperator's rules and regulations.

g. Provide special training to carry out assignments, as mutually deemed necessary.

ARTICLE 6 - DATA SHARING AND RESPONSIBILITIES

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a. Data to be Shared: The parties agree to provide plant protection and quarantine data to each other. The data to be provided to each Party by the other Party includes, but is not limited to, plant protection and quarantine surveys, diagnostic information, detection activities, inspection reports, and pest interception data. Each party is responsible for transmitting the provided data to its own authorized employees, Cooperators, and contractors as applicable and necessary, in order to carry out responsibilities under their respective plant health authorities. Each party agrees that it will ensure, to the extent provided by applicable laws and regulations, that data provided by the other party is not released to anyone that is not authorized to receive it.

b. Data Utilization: The parties agree that the provided data will only be used in the administration and enforcement of each party's respective plant health laws and regulations. Data provided by the parties under this Agreement may be used to ensure compliance with their respective plant health laws and regulations; to respond to domestic plant pest and disease emergencies, interceptions, and trace backs; to enhance delivery of pest exclusionary programs and activities; to support pest surveying activities; to develop quarantines and other appropriate measures for pest management and mitigation; to implement or improve international pre-clearance and/or pest eradication programs and activities, pest risk assessments, phytosanitary trade support, and the issuance of plant protection and quarantine permits; and to develop, in cooperation with Federal research agencies, new and improved methods, techniques and procedures for use in cooperative plant protection and quarantine programs and activities. Each party agrees that it will ensure that the provided data is used only for purposes specified in this Agreement and only in a manner consistent with the provisions of the Plant Protection Act.

c. Data Restrictions: The Cooperator agrees and acknowledges that the data provided by APHIS pursuant to this Agreement is solely APHIS data and as such is or may be subject to the confidentiality provisions of Section 1619 of the Food, Conservation, and Energy Act of 2008, 7 USC §8791, (Section 1619) and the Privacy Act of 1974 and also agrees to safeguard such confidentiality and prohibit any unauthorized access to the data provided by APHIS as required by Section 1619. The Cooperator further agrees and acknowledges that if Section 1619 does apply to some or all of the APHIS provided data, that pursuant to Section 1619, the Cooperator is bound to and will comply with Section 1619 (copy attached as Appendix A) and related APHIS guidance. The Cooperator understands that it may not release any of the data provided by APHIS since it is Federal Government data and it agrees to refer any and all requests for the data provided by APHIS, not otherwise authorized to be released under this Agreement and applicable Federal laws and regulations, to:

USDA, APHIS
 Legislative and Public Affairs
 Freedom of Information and Privacy Act Office
 4700 River Rd. Unit 50, Riverdale, MD 20737
 Telephone: (301) 851-4102.

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Additionally, the Cooperator agrees that it will, if requested by APHIS, enter into a separate written agreement with APHIS to protect from release or disclosure any data provided by APHIS that is subject to Section 1619.

**ARTICLE 7 – SYSTEM FOR AWARD MANAGEMENT AND
UNIVERSAL IDENTIFIER REQUIREMENTS**

The Cooperator shall comply with Title 2 CFR Part 25, “Financial Assistance Use of Universal Identifier and Central Contractor Registration” as specified below.

a. Requirement for System for Award Management (SAM) Registration (formally known as Central Contractor Registration (CCR))

Unless you are exempted from this requirement under 2 CFR 25.110, you as the Cooperator must maintain the currency of your information in SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

b. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

(1) Must notify potential subrecipients that no entity (see definition in paragraph c of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

(2) May not make a subaward to an entity unless the entity has provided its DUNS number to you.

c. Definitions

For purposes of this award term:

(1) System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperator. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).

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(2) Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc., (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

(3) Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, Subpart C:

- (a) A Governmental organization, which is a State, local government, or Indian Tribe;
- (b) A foreign public entity;
- (c) A domestic or foreign nonprofit organization;
- (d) A domestic or foreign for-profit organization; and
- (e) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

(4) Subaward:

(a) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the Cooperator award to an eligible subrecipient.

(b) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ----.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

(c) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

(5) Subrecipient means an entity that:

- (a) Receives a subaward from you under this award; and
- (b) Is accountable to you for the use of the Federal funds provided by the subaward.

ARTICLE 8 – REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

The Cooperator, as a Cooperator signing this Agreement, shall comply with Title 2 CFR Part 170, "Requirements for Federal Funding Accountability and Transparency Act Implementation", as follows:

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a. Reporting of first-tier subawards.

(1) Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

(2) Where and when to report.

(a) You must report each obligating action described in paragraph a.(1) of this award term to <http://www.fsrs.gov>.

(b) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

(3) What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Cooperator Executives.

(1) Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

(a) the total Federal funding authorized to date under this award is \$25,000 or more;

(b) in the preceding fiscal year, you received—

i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code

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of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) Where and when to report. You must report executive total compensation described in paragraph b.(1) of this award term:

(a) As part of your registration profile at <http://www.sam.gov>.

(b) By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

(1) Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

(a) in the subrecipient's preceding fiscal year, the subrecipient received—

i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

(b) the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) Where and when to report. You must report subrecipient executive total compensation described in paragraph c.(1) of this award term:

(a) To the Cooperator.

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(b) By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- (1) Subawards, and
- (2) The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

(1) Entity means all of the following, as defined in 2 CFR part 25:

- (a) A Governmental organization, which is a State, local government, or Indian tribe;
- (b) A foreign public entity;
- (c) A domestic or foreign nonprofit organization;
- (d) A domestic or foreign for-profit organization;
- (e) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

(2) Executive means officers, managing partners, or any other employees in management positions.

(3) Subaward:

(a) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the Cooperator award to an eligible subrecipient.

(b) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ---- .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

(c) A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

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(4) Subrecipient means an entity that:

- (a) Receives a subaward from you (the Cooperator) under this award; and
- (b) Is accountable to you for the use of the Federal funds provided by the subaward.

(5) Total compensation means the cash and noncash dollar value earned by the executive during the Cooperator's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- (a) Salary and bonus.
- (b) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- (c) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (d) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (e) Above-market earnings on deferred compensation which is not tax-qualified.
- (f) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

ARTICLE 9-- AVAILABILITY OF FUNDING

This **Agreement** is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS upon failure of Congress to so appropriate. This **Agreement** also may be reduced or terminated if Congress only provides APHIS funds for a finite period under a Continuing Resolution.

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ARTICLE 10 – UNEMPLOYMENT COMPENSATION

Actual costs incurred for unemployment insurance or equitable contributions made to a self-insured unemployment fund are allowable. APHIS does not allow payment of costs incurred for unemployment claims.

ARTICLE 11 – CONGRESSIONAL RESTRICTION

Under 41 USC 22, no member of or delegate to Congress shall be admitted to any share or part of this **Agreement** or to any benefit to arise therefrom.

ARTICLE 12 – APPLICABLE REGULATIONS

As a condition of this award, the Cooperator agrees to comply and require subrecipients to comply with the requirements contained in the United States Department of Agriculture's "Uniform Federal Assistance Regulations", 7 CFR 3015; "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", 7 CFR 3016; and/or "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations", 7 CFR 3019; "Nonprocurement Debarment and Suspension" 2 CFR 417; "Requirements for Drug-Free Workplace", 2 CFR Part 421; "New Restrictions on Lobbying", 7 CFR 3018; and Office of Management and Budget regulations governing "Controlling Paperwork Burdens on the Public", 5 CFR 1320.

ARTICLE 13 – TITLE TO EQUIPMENT

APHIS reserves the right to transfer title to any equipment purchased partially or fully by the Cooperator under this **Agreement** with Federal funds within 120 days after the end of the Federal support of the project for which it was acquired. Upon transfer of title, the Cooperator will be entitled to compensation equal to its percentage of participation in the purchase of the equipment in the year purchased, applied to the fair market value in the year title is transferred.

ARTICLE 14 – PATENTS AND INVENTIONS

The Cooperator has the explicit duty of notifying APHIS' authorized representative, in writing, prior to the time of application for any patent or invention which is paid for in any manner or any percentage of funds provided by APHIS. This duty is not limited to the period during the

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Agreement, but may arise at any time during or subsequent to the **Agreement**. APHIS reserves to itself a royalty-free, nonexclusive, and irrevocable right to use and authorize others to use the product or invention produced under this **Agreement** for Government purposes. APHIS also retains the ability to force utilization of the patented invention by designating licenses in any field of use where the patentee has failed to act with reasonable diligence.

Any royalties or equivalent income earned during the effective period of this **Agreement** on patents or inventions derived under this **Agreement** shall be considered program income and treated under the provisions of 7 CFR 3016.25(g)(1).

ARTICLE 15 – COPYRIGHTS

APHIS reserves a royalty-free, nonexclusive, and irrevocable license to exercise, and to authorize others to exercise, the rights for Federal government purposes to copyrighted materials developed under this **Agreement**. Subject to this license, the owner is free to exercise, preserve, or transfer all its rights. The Cooperator shall ensure that no agreement is entered into for transferring the rights which would conflict with the nonexclusive license of APHIS.

Any royalties or equivalent income earned during the effective period of this **Agreement** on copyrighted material derived under this **Agreement** shall be considered program income and treated under the provisions of 7 CFR 3016.25(g)(1).

ARTICLE 16 – PUBLICATIONS AND AUDIOVISUALS

The final draft of any funded publication or audiovisual must be submitted by the Cooperator to APHIS' authorized representative prior to final printing, editing or release of the product so that APHIS can make a determination as to whether APHIS' participation in the project will be acknowledged. APHIS, furthermore, may require that the Cooperator modify or purge any acknowledgment of its support for activities conducted under this **Agreement** as a result of its review of a final draft. If APHIS has not responded within 30 days of receipt of the draft, the Cooperator will be free to proceed with publication without an acknowledgment. In the event that APHIS elects not to acknowledge the product, the Cooperator agrees not to attribute sponsorship by APHIS by any means including, but not limited to, publications, interviews, new releases, etc.

When an acknowledgment is desired by APHIS, unless otherwise instructed by APHIS, the statement shall read: "This material was made possible, in part, by a **Cooperative Agreement** from the United States Department of Agriculture's Animal and Plant Health Inspection Service (APHIS). It may not necessarily express APHIS' views."

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Additionally, any other acknowledgment, including use of the USDA Logo, by the Cooperator of APHIS support shall have the express written permission of APHIS signatory to this Agreement, which shall be requested through the APHIS representative designated under this **Agreement**.

ARTICLE 17 – FEDERAL VEHICLE MANAGEMENT

If using an APHIS owned vehicle the Cooperator agrees to comply with the requirements of 41 CFR 10138.3011 (41 CFR 10234 Subpart C) and vehicle usage policy as stated in the APHIS Motor Vehicle Fleet Management Manual. The Cooperator further agrees to indemnify the United States of America for any and all property damage and personal injury caused by the Cooperator's employees resulting from use of said vehicles, and further agrees to save and hold harmless the United States of America from any and all claims for such property damage and personal injury caused by the Cooperator's employees. The Cooperator further agrees to reimburse the United States of America by and through APHIS for any property damage to any Federally-owned or Federally-leased vehicles, less normal wear and tear, which may occur through the use of said vehicles under this **Agreement**.

Comply with USDA Departmental Regulation 4430-792-2, which stipulates that employees may be subject to testing when, based upon the circumstances of an accident, their actions are reasonably suspected of having caused or contributed to an accident that results in a death or personal injury requiring immediate hospitalization, or results in damage to government or private property estimated to be in excess of \$100,000. Drug testing must be completed within 32 hours of an accident or safety-related incident. Additional criteria may apply to employees holding a Commercial Driver's License (CDL) and/or following an accident involving a Commercial Motor Vehicle (CMV).

ARTICLE 18 -- BUY AMERICAN ACT

In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act for the current Federal fiscal year, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

ARTICLE 19 – FUNDING PERIOD OBLIGATIONS AND EXTENSIONS

The funding period is the period during which this **Agreement** is in effect. Any funds not obligated by the Cooperator during the funding period will revert to APHIS upon the expiration

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or termination of this funding period. Under 7 CFR 3016.30, this **Agreement** is subject to a one-time extension of up to 12 months to complete this project. The Cooperator must submit a written request including an SF-424, Application for Federal Assistance, to extend the duration to be received by APHIS **at least 10 days prior to the expiration of the funding period**. The SF-424 must be accompanied by a justification explaining the reason for program delays, the program impact without the extension, and the anticipated completion date. During the extension period, financial and progress reports will continue with the same frequency as provided in the original funding period. As stated in 7 CFR 3016.30, requests for extension purely to obligate funds will be denied by APHIS. All extensions must be approved, in writing, by APHIS prior to the expiration of the original funding period.

ARTICLE 20 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where application, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 21 – TRAFFICKING IN PERSONS

APHIS, as the Federal awarding agency, hereby advises the Cooperator, as the Cooperator, that they are subject to the provisions of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)), as follows:

a. Provisions applicable to a Cooperator that is a private entity.

(1) You, as the Cooperator, your employees, subrecipients under this award, and subrecipients' employees may not –

(a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(b) Procure a commercial sex act during the period of time that the award is in effect; or

(c) Use forced labor in the performance of the award or subawards under the award.

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(2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

(a) Is determined to have violated a prohibition in paragraph a.(1) of this award term; or

(b) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.(1) of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR 417.

b. Provision applicable to a Cooperator other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity –

(1) Is determined to have violated an applicable prohibition in paragraph a.(1) of this award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.(1) of this award term through conduct that is either –

(a) Associated with performance under this award; or

(b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR 417.

c. Provisions applicable to any recipient.

(1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.(1) of the award term.

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(2) Our right to terminate unilaterally that is described in paragraph a.(2) or b of this section:

(a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)), and

(b) Is in addition to all other remedies for noncompliance that are available to use under this award.

(3) You must include the requirements of paragraph a.(1) of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

(1) "Employee" means either:

(a) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(b) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) "Private entity":

(a) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(b) Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

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(4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC 7102).

ARTICLE 22 – FLY AMERICAN ACT

The Cooperator organization shall comply with section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 1517 (Fly American Act), which requires:

a. Any air transportation to, from, between, or within a country, other than the U.S., of persons or property, the expense of which will be assisted by USDA funding, will be performed on a United States flag carrier if service provided by such carrier is "available."

b. For the purposes of the requirement:

(1) Passenger or freight service by a certified air carrier is considered "available" even though:

(a) Comparable or a different kind of service by a non-certificated air carrier costs less; or

(b) Service by a non-certificated air carrier can be paid for in excess foreign currency; or

(c) Service by a non-certificated air carrier is preferred by the Cooperator organization contractor or traveler needing air transportation.

(2) Passenger service by a certificated air carrier is considered to be "unavailable":

(a) When the traveler, while enroute, has to wait 6 hours or more for an available United States carrier: or

(b) When any flight by a U.S. carrier interrupted by a stop anticipated to be 6 hours or more for refueling, reloading, repairs, and so forth, and no other flight by a United States carrier is available during the 6 hour period: or

(c) When the flight by a United States carrier takes 12 or more hours longer than a foreign carrier.

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ARTICLE 23 – FUNDING/EFFECTIVE PERIOD, REVISIONS, AND TERMINATION

The Federal award for this **Agreement** is in the amount of \$25,551 and the Cooperator's share is \$00 for a total project cost of \$25,551. These contributions establish a cost share ratio which shall be attained for the funding period except to the extent that there are cost overruns. Cost overruns will be the sole responsibility of the Cooperator, unless additional funding is secured from APHIS prior to the expiration of the funding period. In the event that project costs are less than projected, each party will realize a percentage of the savings to be distributed based on the established ratio. This **Agreement** shall become effective June 1, 2014, and shall continue through May 31, 2015, subject to continuation in writing by mutual agreement of the parties. Further, this **Agreement** may be amended at any time during the effective period by mutual agreement of the parties in writing. It may be terminated following provisions of 7 CFR 3016.

GUAM CUSTOMS & QUARANTINE AGENCY

Pedro A. Leon Guerrero 5/29/14
Date

NAME: (PLEASE PRINT) Pedro A. Leon Guerrero

TITLE: (PLEASE PRINT) Director

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

Carlos Martinez Date
Associate Executive Director
Plant Protection and Quarantine, Field Operations

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APHIS Accounting Information

Project Title	Canine Team/FB		
Fund	AP00160MBN		
Fund/Cost Center	APPQOP1866		
Functional Area	AP02SUFBPPDMP000		
WBS Element/Funded Program (if necessary)	AP.EX.PPDM.02		
Budget Period	1414		
Amount	\$25,551	\$	\$
Commitment Item * (for all projects)	2551		

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APPENDIX A

SEC. 1619. INFORMATION GATHERING.

(a) **GEOSPATIAL SYSTEMS.**—*The Secretary shall ensure that all the geospatial data of the agencies of the Department of Agriculture are portable and standardized.*

(b) **LIMITATION ON DISCLOSURES.**—

(1) **DEFINITION OF AGRICULTURAL OPERATION.**—*In this subsection, the term “agricultural operation” includes the production and marketing of agricultural commodities and livestock.*

(2) **PROHIBITION.**—*Except as provided in paragraphs (3) and (4), the Secretary, any officer or employee of the Department of Agriculture, or any contractor or cooperator of the Department, shall not disclose—*

(A) *information provided by an agricultural producer or owner of agricultural land concerning the agricultural operation, farming or conservation practices, or the land itself, in order to participate in programs of the Department;*
or

(B) *geospatial information otherwise maintained by the Secretary about agricultural land or operations for which information described in subparagraph (A) is provided.*

(3) **AUTHORIZED DISCLOSURES.**—

(A) **LIMITED RELEASE OF INFORMATION.**—*If the Secretary determines that the information described in paragraph (2) will not be subsequently disclosed except in accordance with paragraph (4), the Secretary may release or disclose the information to a person or Federal, State, local, or tribal agency working in cooperation with the Secretary in any Department program—*

(i) *when providing technical or financial assistance with respect to the agricultural operation, agricultural land, or farming or conservation practices; or*

(ii) *when responding to a disease or pest threat to agricultural operations, if the Secretary determines that a threat to agricultural operations exists and the disclosure of information to a person or cooperating government entity is necessary to assist the Secretary in responding to the disease or pest threat as authorized by law.*

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- (4) **EXCEPTIONS.**—*Nothing in this subsection affects—*
- (A) *the disclosure of payment information (including payment information and the names and addresses of Cooperators of payments) under any Department program that is otherwise authorized by law;*
 - (B) *the disclosure of information described in paragraph (2) if the information has been transformed into a statistical or aggregate form without naming any—*
 - (i) *individual owner, operator, or producer; or*
 - (ii) *specific data gathering site; or*
 - (C) *the disclosure of information described in paragraph (2) pursuant to the consent of the agricultural producer or owner of agricultural land.*
- (5) **CONDITION OF OTHER PROGRAMS.**—*The participation of the agricultural producer or owner of agricultural land in, or receipt of any benefit under, any program administered by the Secretary may not be conditioned on the consent of the agricultural producer or owner of agricultural land under paragraph(4)(C)*
- (6) **WAIVER OF PRIVILEGE OR PROTECTION.**—*The disclosure of information under paragraph (2) shall not constitute a waiver of any applicable privilege or protection under Federal law, including trade secret protection.*