

Final
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**Appendix for Memorandum of Agreement (MOA) between the US Department of Homeland Security (DHS) and the US Department of Agriculture (USDA)
Article 6, Cooperation and Reciprocity**

I. Purpose

This appendix outlines procedures and conditions that the Animal and Plant Health Inspection Service (APHIS) will use to request Customs and Border Protection (CBP) employees for temporary duty assignments, and reciprocal procedures and conditions, should CBP request employees from APHIS.

This agreement does not limit the cooperation and reciprocity between CBP and APHIS to the aforementioned activities; nor shall it obligate either Party to take action inconsistent with the fulfillment of its mission(s).

II. Background

The Homeland Security Act 2002 (the Act). Section 421 of the Act transfers to DHS functions of APHIS relating to agriculture import and entry inspection. Paragraphs (e)(3)(A&B) provides authority for an agreement between DHS and USDA, for DHS to perform functions delegated to USDA-APHIS regarding the protection of domestic livestock and plants, and for the Secretary of Agriculture to use DHS employee for these functions.

Memorandum of Agreement. Secretary of USDA, Ann M. Veneman, and Secretary of DHS, Tom Ridge signed the MOA required under section 421(e) of the Act, on February 28, 2003. Article 6 of the MOA pertains to cooperation and reciprocity.

III. Responsibilities

USDA-APHIS understands and agrees to:

- a) Requests for CBP employees for temporary duty assignments will be made in writing from the designated APHIS Liaison to the CBP Office of the Associate Commissioner for Agricultural Inspection Policy and Programs. Requests will be made with as much advance notice as possible.
- b) Requests for CBP employees will include numbers, time frames, specific requirements or qualifications, justification and urgency of the request. APHIS will promptly notify CBP of any changes in requirements for the numbers or types of personnel requested.

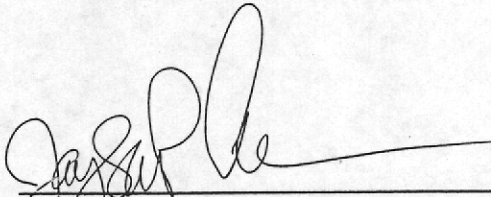
- c) Advise CBP as to the necessary training for CBP employees to serve as effective members on APHIS' temporary duty assignments.
- d) Assume all liabilities for CBP employee's health, conduct, and related matters while on temporary assignment to APHIS.
- e) Reimburse CBP for all costs associated with temporary duty assignments, including salary and benefits of CBP personnel for the time they are provided to APHIS.
- f) CBP may charge APHIS up to 15% overhead for expenses to administer this program.
- g) The primary mission of CBP is to prevent the entry of terrorist and terrorist weapons into and the United States, and CBP must maintain sufficient personnel at the ports of entry to accomplish this.

DHS- CBP understands and agrees to:

- a) The Associate Commissioner of Agricultural Inspection Policy and Programs will coordinate the processing and tracking of requests through the affected CBP Director(s) of Field Operation Offices and the Field Liaison Group, in accordance with approved CBP procedures.
- b) Attempt to provide sufficient numbers of qualified employees to meet APHIS' requests. In doing so, CBP reserves the right and flexibility to select, replace, and callback CBP employees as necessary. For example, CBP may callback CBP employees on temporary assignment to APHIS to ensure adequate response to an elevated threat alert or other national security situation or circumstance.
- c) Maintain CBP employees on temporary assignment to APHIS in CBP's personnel and pay systems.
- d) Pursuant to Section 421(f)(2) of the Act, the amount of user fees transferred to DHS cannot exceed the cost incurred by DHS to carry out transferred activities. APHIS will reimburse DHS for TDY salary and overhead (costs listed in (e and f) above), but will need documentation to ensure compliance with Section 421(f)(2) of the Act.
- e) APHIS' mission of protecting America's agricultural resources from pest and diseases whether introduced intentionally or unintentionally.

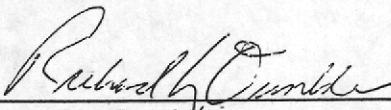
Effective Date and Changes to This Appendix

This document will serve as an appendix to Article 6 of the MOA and can be amended by mutual agreement at any time by agreement of the parties in writing. This agreement will be effective when signed by both designated officials.



Jayson P. Ahern
Assistant Commissioner, Office of Field Operations
Customs and Border Protection

7/2/03
DATE



Richard L. Dunkle
Deputy Administrator, USDA APHIS Plant Protection and Quarantine

2 July 03
DATE