

FINANCIAL PLAN

Cooperator: HUMBOLDT COUNTY

Contact: Weylan Shaw, Agricultural Commissioner (Acting)

Cooperative Service Agreement Number: 23-7306-0254-RA

WBS Element: AP.RA.RX06.73.0123

FMMI Shorthand Code: 23XXWSWR0606REIMBRX06730123

Location: Humboldt County, CA

Dates: 07/01/23 – 06/30/2024

Work Plan:

This Work Plan is in reference to Cooperative Service Agreement No. 23-7306-0254-RA. USDA-APHIS-WS will administer an Integrated Wildlife Damage Management (IWDM) program in Humboldt County. USDA-APHIS-WS will assist business/property owners, private citizens, and governmental agencies in protecting human resources, which include, but are not limited to, residents, property, livestock, crops, and natural resources from damage caused by predators, wild and feral animals, and other nuisance wildlife.

Financial Plan:

The cooperator will be billed quarterly by USDA-APHIS for actual costs incurred but will not exceed \$80,173.00 annually. An estimated itemization of expenses is listed below; however, funds may be distributed between itemized categories at the discretion of USDA-APHIS-WS:

Cost Element	Full Cost	
Personnel Compensation	\$	52,465.00
Travel	\$	631.87
Vehicles	\$	6,305.00
Other Services - CEC	\$	1,500.00
Supplies and Materials	\$	1,076.00
Equipment	\$	1,076.00
Subtotal (Direct Charges)	\$	63,053.87
Pooled Job Costs	11.00%	\$ 6,935.93
Indirect Costs	16.15%	\$ 10,183.20
Aviation Flat Rate Collection		\$ -
Agreement Total	\$	80,173.00

In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

Financial Point of Contact/Billing Address [as appropriate]:

Cooperator Name, Address, Phone Number, Email

Paula Lourenzo, Executive Secretary
5630 South Broadway
Eureka, CA 95503
(707) 441-5260
plourenzo2@co.humboldt.ca.us

APHIS-WS State Office Name, Address, Phone Number, Email

Krista Dupre', Budget Analyst
3419A Arden Way
Sacramento, CA 95825
(916) 979-2675
Krista.M.Dupre@usda.gov

Signatures:

Cooperator Name/Signatory Official, Address, and
Phone Number:

Humboldt County
5630 S Broadway
Eureka, CA 95503-6905
(707) 445-5261


Cooperator's Signature Date

APHIS-WS Signatory Name, Address, and Phone
Number:

USDA APHIS WS
3419A Arden Way
Sacramento, CA 95825
(916) 979-2675

AARON COLLINS

Digitally signed by AARON
COLLINS
Date: 2023.08.11 08:18:49 -07'00'

Aaron Collins, Acting California State Director

APHIS-WS Signatory Name, Address:

USDA APHIS WS
2150 Centre Avenue
Building B, Mail Stop 3W9
Fort Collins, CO 80526

**JOHN
STEUBER**

Digitally signed by JOHN STEUBER
DN: c=US, o=U.S. Government,
ou=Department of Agriculture, cn=JOHN
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John Steuber, Acting Western Regional Director

COOPERATIVE SERVICE AGREEMENT (CSA)
between
HUMBOLDT COUNTY (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this agreement is to maintain an USDA-APHIS-WS Integrated Wildlife Damage Management (IWDM) program in Humboldt County. USDA-APHIS-WS will assist business/property owners, private citizens, and governmental agencies in protecting human resources, which include, but are not limited to, residents, property, livestock, crops, and natural resources from damage caused by predators, wild and feral animals, and other nuisance wildlife.

ARTICLE 2 – AUTHORITY

USDA-APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. USDA-APHIS-WS shall perform services set forth in this Cooperative Service Agreement that constitutes an IWDM program that addresses the need for managing conflicts caused by predators and other nuisance wildlife in Humboldt County.
2. USDA-APHIS-WS will provide to the Cooperator a Financial Plan annually for approval. It is understood and agreed that any monies allocated for the purpose of the Agreement shall be expended only towards the activities and related expenses outlined herein.
3. Cooperate with the California Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, County, city governments, and other entities to ensure compliance with applicable Federal, State, and local laws and regulations.
4. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add, or delete services from the CSA and/or Financial Plan.

[optional] Cooperator PO: _____

5. The Cooperator certifies that USDA-APHIS-WS has advised the Cooperator there may be private sector service providers available to provide IWDM services that the Cooperator is seeking from USDA-APHIS-WS.
6. Protect sensitive information exchanged or generated during this process. For public requests of such information, under the Freedom of Information Act (5 U.S.C. §552) and/or the California Public Records Act (California Government Code §6250-6276.48) or Information Privacy Act of 1977 (Cal. Civ. Code §§ 1798 et seq.), the releasing Agency will notify the other Agency and provide an opportunity to comment on whether the information is privileged, or otherwise prohibited from disclosure by applicable law.
7. USDA-APHIS-WS has advised the Cooperator that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, Cooperator requests that USDA-APHIS-WS provide wildlife management services as stated under the terms of this Agreement.
8. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperators for use on this project. All other equipment purchased for the program is and will remain the property of USDA-APHIS-WS.
9. USDA-APHIS-WS will provide overall direction and control of the program.
10. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement:

Cooperator Name, Address, Phone Number, Email

Weylan Shaw, Agricultural Commissioner (Acting)

5630 S Broadway

Eureka, CA 95503-6905

(707) 441-5260

WShaw@co.humboldt.ca.us

[optional] Cooperator PO: _____

2. To authorize USDA-APHIS-WS to wildlife damage management activities for Humboldt County.
3. To reimburse USDA-APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from USDA-APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify USDA-APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
7. The Cooperator acknowledges that USDA-APHIS-WS shall be responsible for administration of USDA-APHIS-WS activities and supervision of APHIS-WS personnel.
8. The Cooperator will not be connected to the USDA-APHIS computer network(s).

ARTICLE 5 – USDA-APHIS-WS RESPONSIBILITIES

USDA-APHIS-WS Agrees:

1. To designate the following as the USDA-APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

USDA-APHIS-WS State Director: Name/Title, Address,
Phone Number, Email

Dennis L. Orthmeyer/California State Director

3419A Arden Way

Sacramento, CA 95825

(916) 979-2675

Dennis.L.Orthmeyer@USDA.GOV

2. To conduct activities at sites designated by Cooperator as described in this CSA and Financial Plans. USDA-APHIS-WS will provide qualified personnel and other resources necessary to implement the approved IWDM activities delineated in the CSA and Financial Plan of this agreement.

3. The performance of IWDM actions by USDA-APHIS-WS under this agreement is contingent upon a determination by USDA-APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. USDA-APHIS-WS will not make a final decision to conduct requested IWDM actions until it has made the determination of such compliance.
4. To provide qualified personnel and other resources necessary to implement the approved IWDM activities delineated in this agreement and the Financial Plan referenced in Article 3.b. of this Agreement.
 - a. Conduct all control activities with trained USDA-APHIS-WS employees and volunteers.
 - b. Provide technical assistance which includes demonstrations on the proper use of management devices (i.e., propane exploders, exclusionary devices, cage traps, etc.) and information on animal husbandry, habitat management, and animal behavior modification that could reduce damage. Official USDA pamphlets may be used to convey this information to the public.
 - c. Provide predator/nuisance wildlife identification and removal when livestock, crop property, natural resource damage; or wildlife displaying aggressive behavior causing actual injury to county residents is verified.
 - d. Provide operational assistance when the problem cannot effectively be resolved through technical assistance, when resource owner implemented nonlethal actions have failed, or concurrently when technical assistance is delivered. Field assistance would mostly be provided for situations that require the use of methods and techniques that are challenging or unsuitable for the public to implement on their own. Resource owners that are provided operational assistance are also encouraged to use additional management strategies and sound husbandry practices, when and where appropriate, that could potentially further reduce damage. Field operations may include but are not limited to the monitoring, trapping, dispersal, and removal of wildlife causing damage to property, livestock, crops, and natural resources.
 - e. Procure and maintain a vehicle, tools, supplies, and other specialized equipment as deemed necessary by the State Director to accomplish the objectives identified in this agreement. All expenditures will be processed through USDA-APHIS Financial Management Modernization Initiative (FMMI) system.
5. To invoice Cooperator quarterly for actual costs incurred by USDA-APHIS-WS during the performance of services agreed upon and specified in this CSA and the Financial Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of USDA-APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

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

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent USDA-APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, 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 9 – LAWS AND REGULATIONS

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

USDA-APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – 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 applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on 1 July 2023 and shall continue through 30 June 2028, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action.

WS Agreement Number: 23-7306-0254-RA

WBS: AP.RA.RX06.73.0123

[optional] Cooperator PO: _____

Further, in the event the Cooperator does not provide necessary funds, USDA-APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: 94-6000513

APHIS-WS's Tax ID: 41-0696271

Cooperator:

Humboldt County

5630 S Broadway

Eureka, CA 95503-6905


County Representative/Title


Date

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
3419A Arden Way
Sacramento, CA 95825**

AARON COLLINS
Digitally signed by AARON COLLINS
Date: 2023.08.11 08:19:17 -07'00'

Aaron Collins, Acting California State Director

8/11/23

Date

JOHN STEUBER
Digitally signed by JOHN STEUBER
DN: c=US, o=U.S. Government, ou=Department of Agriculture, cn=JOHN STEUBER, 0.9.2342.19200300.100.1.1=12001000021701
Date: 2023.08.22 22:02:23 -06'00'

John Steuber, Acting Western Regional Director

Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. County of Humboldt	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☒ Other (see instructions) ► County Government	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 825 5th Street, Room 126	Requester's name and address (optional)
6 City, state, and ZIP code Eureka, CA 95501	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

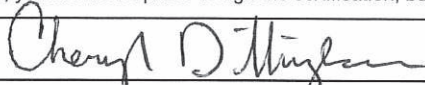
Social security number										
			-				-			
or										
Employer identification number										
9	4		-	6	0	0	0	5	1	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 7/28/2022
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

APPROVAL FOR FISCAL YEAR 2023 AGREEMENTS

Initiative Title: WS PROTECTION OF PROPERTY

Proposed funding level: \$ 36,156,025

What is the purpose of the initiative/agreement and how does it align with the Agency's and Secretary's priorities?

Wildlife Services (WS) activities to protect property occur in a wide variety of settings, including rural, urban, industrial, and suburban areas. WS personnel work with homeowners, property managers, parks departments, and government agencies to reduce property damage caused by wildlife. Operational activities include: beaver control and dam removals to prevent flooding and damage to water irrigation, sewer and flood prevention systems and transportation infrastructure including roadways, bridges, railroads, and airports; crow, raptor, and vulture management to prevent nest construction and damage to buildings, telecommunication towers, military and energy infrastructure including defense systems, power lines, substations, and ethanol production; and pigeon, European starling and house sparrow removals to prevent contamination to equipment, livestock feed and aircraft, and prevent disease transmissions from within buildings including barns, grain silos, hospitals, office buildings, residences, convention centers, aircraft hangers, and terminals. WS personnel remove abundant waterfowl from areas where birds damage or contaminate landscapes, recreation areas, ponds, lakes, and other water features.

This initiative supports USDA goal 2, and APHIS objective 2.4

Previous year funding level: \$ 35,102,936

<Prior year details for initiatives can be found on an attached spreadsheet>

Historic instruments used to accomplish the initiatives goals

Cooperative
Agreement
(CA)
☒

Grant
(GR)
☒

Interagency Agreement
(IA)
☒

Incoming Fund
Agreement
(RA/TF/OTC)
☒

Signatures:

Approving official:

Title	Name	Signature and date		
Program Manager/ADODR	Steven Wickenheiser	STEVEN WICKENHEISER Digitally signed by STEVEN WICKENHEISER Date: 2023.01.17 14:49:52 -05'00'	Signature needed	☐
Signatory or Delegate	David Reinhold	DAVID REINHOLD Digitally signed by DAVID REINHOLD DN: c=US, o=U.S. Government, ou=Department of Agriculture, cn=DAVID REINHOLD, 0.9.2342.19200300.100.1.1=12001000092406 Date: 2023.01.18 07:53:04 -05'00'	Signature needed	☐
SES	Janet Bucknall	DONNA LALLI Digitally signed by DONNA LALLI Date: 2023.01.18 13:38:24 -05'00'	≥ \$250,000	☒
Agreement/Grant Specialist	Heather Trainum	HEATHER TRAINUM Digitally signed by HEATHER TRAINUM Date: 2023.01.19 19:06:20 -05'00'	Signature needed	☐