

AMENDMENT 1
to the
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)

Under the provisions of Article 9, Humboldt County and USDA-APHIS-WS hereby mutually agree to Amend the Cooperative Service Agreement 18-73-06-0254-RA signed by Ryan Sundberg, Chair of the Board of Supervisors – Humboldt County on August 21, 2018 and Dennis Orthmeyer, California State Director USDA APHI WS on August 31, 2018.

The following Articles are hereby amended:

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

To Include:

- G. USDA-APHIS-WS agrees to the following additional terms:
- a. Within three days of take by neck snare, report such take in writing to the Agricultural Commissioner with a description of the circumstances warranting use of the neck snare and species taken;
 - b. No intentional lethal take of beavers by any method;
 - c. No beaver debris management within designated Critical Habitat of Chinook salmon, Coho salmon, and steelhead, including beaver dam removal, except where it constitutes an obstruction to fish passage; and
- H. USDA-APHIS-WS will provide the following to the County with a biannual report summarizing:
- a. Urban or suburban property protection incidents, including:
 - i. Number of conflicts reported, type of resources damaged, type of non-lethal measures employed, any lethal actions taken, and the time between employing non-lethal and lethal actions.
 - ii. Number and circumstances surrounding its activities undertaken for health and human safety, as required by the Stipulated Settlement Agreement referenced above.
 - b. Integrated Wildlife Damage Management actions taken in protection of other resources:
 - i. The number of technical assistance contacts by species and resource in conflict.
 - ii. Target take by species, method, and resource in conflict.
 - c. Any nontarget take and/or take in violation of this amendment.

i. Definitions

- a. “Urban or Suburban” means the areas of Humboldt County defined in the maps attached herein as Exhibit A.
- b. “Body gripping traps” means a trap that grips the mammal’s body or body part, including, but not limited to, steel-jawed leghold traps, padded-jaw leghold traps, conibear traps, and snares. Cage and box traps, nets, suitcase-type live beaver traps, and common rat and mouse traps shall not be considered body-gripping trap.
- c. “Immediate risk to human health or safety” means any of the following: 1) wildlife that exhibits one or more aggressive behaviors directed toward a person that is not reasonably believed to be due to the presence of responders; 2) wildlife that risks spreading zoonotic disease; or 3) wildlife that poses risk to aircraft at County airports.
- d. “Reasonable time” could range from days to weeks depending on which non-lethal methods are employed, but in no case would lethal control be conducted sooner than 48 hours after implementation of the non-lethal measures.

ARTICLE 9 – APPLICABLE REGULATIONS

To Include:

1. Except as necessary to address an immediate risk to human health or safety, or wildlife for which the California Department of Fish and Wildlife has already evaluated the conflict and issued a depredation permit, USDA-APHIS-WS shall not conduct any lethal control of wildlife in urban or suburban areas of the County until all feasible non-lethal mitigation measures to address the conflict are exhausted. In urban or suburban areas, as defined herein, the USDA-APHIS-WS specialist will evaluate the conflict location and make suggestions to the cooperator for non-lethal resolution of the conflict. The USDA-APHIS-WS specialist will document the Cooperator-employed non-lethal damage management methods that must be taken prior to the implementation of lethal control measures. Only after the USDA-APHIS-WS specialist confirms on a subsequent visit that the non-lethal mitigation measures have been implemented for a reasonable time can lethal control be conducted, and only in response to another incident of the wildlife conflict. This paragraph and its restrictions shall not apply to properties in urban or suburban areas on which the property owner or operator engages in the production of agricultural commodities for commercial purposes.
2. In implementing the CSA in the County, USDA-APHIS-WS agrees to comply with the terms of paragraph 2(b) of the Stipulated Settlement dated October 30, 2017 (*Center for Biological Diversity et al. v. USDA APHIS Wildlife Services et al.*, No. 3:17-cv-3564-WHA), see Exhibit B. Specifically:
 - a. No use of EPA-labeled pesticides targeting mammalian species, including anticoagulant rodenticides, den fumigants, sodium cyanide (M-44) and sodium fluoroacetate (Compound 1080);
 - b. No use of lead ammunition, except when dispatching animals for which carcasses will be retrieved from the environment;

- c. No use of body-gripping traps or aerial operations in Wilderness Areas and Wilderness Study Areas;
- d. Abide by the recommended gray wolf mitigation measures provided in the April 15, 2014, concurrence letter by the U.S. Fish & Wildlife Service.

ARTICLE 11 – EFFECTIVE DATE

This Amendment shall become effective upon approval by the Cooperator’s Board of Supervisors and execution by all parties. The date of final signature and shall continue until June 30, 2023. This agreement may be amended at any time by mutual agreement of the parties in writing. It may be terminated by either party upon 90 days written notice to the other party. Further, in the event the Cooperator does not for any reason reimburse expended funds, WS is relieved of the obligation to continue any operations under this agreement.

It is further understood by and between the parties that in all other respects, the terms, conditions, and provisions of Cooperative Service Agreement 18-73-06-0254-RA remain in full force and effect. In the even of a conflict between the body of the CSA and this Amendment, the terms of this Amendment shall control.

AUTHORIZATION:

County of Humboldt
5630 S Broadway
Eureka, CA 95503-6905
Tax Identification Number: 94-6000513

County Representative

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
3419A Arden Way
Sacramento, CA 95825
Tax Identification Number: 41-0696271

State Director, State

Date

Director, Western Region

Date