



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-1

For the meeting of: July 1, 2014

Date: June 12, 2014

To: Board of Supervisors

From: Jeff M. Dolf, Agricultural Commissioner/Sealer of Weights & Measures

Subject: APPROVAL OF UNITED STATES DEPARTMENT OF AGRICULTURE WILDLIFE SERVICES AGREEMENT NO. 14-73-06-0254-RA

RECOMMENDATION(S):

That the Board of Supervisors:

- 1. Approve Cooperative Agreement No. 14-73-06-0254-RA, known as the United States Department of Agriculture Wildlife Services contract, and
2. Authorize the Chair to sign three (3) copies each of the Cooperative Agreement and Work and Financial Plan 14-73-06-0254-RA (6 total copies) and return all signed copies to the Commissioner's Office for further processing, and
3. Grant a waiver of the Nuclear Free Ordinance.

SOURCE OF FUNDING:

Humboldt County General Fund as appropriated within Budget Unit 1100-279-Wildlife Services, and Budget Unit 1100-261-Agricultural Commissioner.

Prepared by

[Signature]

CAO Approval

[Signature]

REVIEW:

Auditor

[Signature]

County Counsel

[Signature]

Personnel

Risk Manager

Other

TYPE OF ITEM:

- X Consent
Departmental
Public Hearing
Other

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor Seconded by Supervisor

- Ayes
Nays
Abstain
Absent

PREVIOUS ACTION/REFERRAL:

Board Order No.

Meeting of:

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated:

By:

Kathy Hayes, Clerk of the Board

* Pulled, Not Heard.

DISCUSSION:

A waiver from the provisions of the Nuclear Free Ordinance is requested since the United States Department of Agriculture (USDA) will not modify its cooperative agreements to accommodate local ordinances. Cooperative Agreement No. 14-73-06-0254-RA between Humboldt County and the USDA Animal Plant Health Inspection Services-Wildlife Services (APHIS-WS) provides for a County-wide Integrated Wildlife Damage Management program (IWDM) to protect residents, property, livestock, crops and natural resources from damage caused by predators and other wildlife. The Wildlife Services program goal is to maintain a biologically-sound IWDM program to assist property owners, businesses, private citizens, and governmental agencies in resolving wildlife damage problems and conduct control activities in accordance with applicable Federal, State and local laws and regulations. Assistance may be in the form of providing technical assistance or direct control activities. Recommendations and control activities will emphasize long term solutions and incorporate the IWDM approach.

Cooperative Agreement No. 14-73-06-0254-RA provides \$67,475.34 for shared County-Federal funding for WS program activities within Humboldt County. The WS budget of \$67,475.34 funds 12.0 staff months or one Wildlife Service Specialist for a maximum of 2,088 hours at an approximate rate of \$32.32 per hour. Specialist activities are distributed among direct control activities, technical assistance, APHIS required administrative tasks and annual leave for the period of July 1, 2014 through June 30, 2015.

FINANCIAL IMPACT:

All personnel, supervision, equipment and supplies necessary to accomplish WS program goals will be provided by USDA-WS. Humboldt County and USDA-WS will share the salary, benefits and other expenses as specified in the agreement and annual financial plan. The proposed FY 2014-15 general fund budget for the Wildlife Services program is \$46,807.00. Funding to cover the remaining \$20,668.34 will be provided by revenue generated through the Commissioner/Sealer Services Memorandum of Understanding with Trinity County. Humboldt County will be billed monthly by APHIS for actual costs incurred, but the total amount will not exceed \$67,475.34 annually.

OTHER AGENCY INVOLVEMENT:

USDA-APHIS-WS, Auditor-Controller

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Board discretion

ATTACHMENTS:

Three copies each of Cooperative Agreement No. 14-73-06-0254-RA, and Work and Financial Plan 14-73-06-0254-RA.

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

ARTICLE 1 – PURPOSE

The purpose of this Agreement is to maintain an Integrated Wildlife Damage Management (IWDM) program in the County of Humboldt to protect residents, property, livestock, crops, and natural resources from damage caused by predators and other nuisance wildlife.

ARTICLE 2 - AUTHORITY

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c), for the Secretary of Agriculture to cooperate with States, individuals, public and private agencies, organizations, and institutions in the control of wild mammals and birds that are reservoirs for zoonotic diseases, or are injurious or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and public health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The Cooperator and WS agree:

- a. To confer and plan an IWDM program that addresses the need for managing conflicts caused by predators and other nuisance wildlife in Humboldt County. Based on this consultation, WS will formulate annually, in writing, the program Work Plan and associated Financial Plan (budget) and present them to the Cooperator for approval.
- b. Each year the Cooperator and APHIS-WS must agree to and sign the annual Work and Financial Plans, which upon execution are incorporated into this Agreement by reference.
- c. When either of the Cooperating parties address the media or incorporate information into reports and/or publications, both Cooperating parties must agree, in writing, to have their identities disclosed when receiving due credit related to the activities covered by this agreement.
- d. That 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 APHIS-WS provide wildlife management services as stated under the terms of this Agreement.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

The Cooperator agrees:

- a. To designate Jeff M. Dolf, Agriculture Commissioner Sealer of Weights and Measure, 5630 S Broadway, Eureka, CA 95503, (707) 441-5260 as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement;
- b. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Work and Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the Work and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed.
- c. To pay all costs of service submitted via an invoice within 30 days of the date of the submitted invoice or invoices as submitted by APHIS-WS. Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
- d. If the Cooperator is delinquent in paying the full amount of the due service costs submitted by APHIS-WS, and/or is delinquent in paying the due late payments, and/or is delinquent in paying the interest, penalties, and/or administrative costs on any delinquent due service costs, APHIS-WS will immediately cease to provide the respective service(s) associated with the submitted service costs. APHIS-WS will not reinstate or provide the respective service(s) until all due service costs, and/or due late payments, and/or due interest, penalty, and/or administrative costs are first paid in full.
- e. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
- f. 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.

ARTICLE 5 – WS RESPONSIBILITIES

WS agrees:

- a. To designate Dennis Orthmeyer, California State Director, 3419A Arden Way, Sacramento, California 95825, (916) 979-2675 as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement.
- b. The performance of wildlife damage management actions by WS under this agreement is contingent upon a determination by WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
- c. To provide qualified personnel and other resources necessary to implement the approved IWDM activities delineated in the Work and Financial Plan referenced in 3.a of this Agreement.
- d. To bill the Cooperator for costs incurred in performing IWDM activities as authorized in the approved annual Work and Financial Plan as may be amended.

- e. To notify the Cooperator if costs are projected to exceed the amounts estimated and agreed upon in the Financial Plan. WS will cease providing goods or services until a revision to the Work and Financial Plan, as appropriate, have been agreed to and signed by both parties to this Agreement.
- f. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – WS CONDITIONS

For costs borne by WS, this agreement is contingent upon the passage of the Agriculture, Rural Development, and Related Agencies Appropriation Act for the current fiscal year 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 provides APHIS funds only for a finite period under a Continuing Resolution.

ARTICLE 7 – ASSURANCES

Nothing in this agreement shall prevent any other State, agency, organization or individual from entering into separate agreements with WS the Cooperator for the purpose of managing wildlife damage.

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 – APPLICABLE REGULATIONS

All IWDM activities will be conducted in accordance with applicable Federal, State, and local 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 provides goods or services on a cost recovery basis to nonfederal recipients.

ARTICLE 10 – LIABILITY

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

ARTICLE 11 – AGREEMENT EFFECTIVE DATE

This Agreement shall become effective on July 1, 2014 and shall continue through June 30, 2018. 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.

AUTHORIZATION:

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

County Representative Date _____

Title: _____

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
Tax Identification Number: 41-0696271

State Director, California Date _____

Director, Western Region Date _____