



## COUNTY OF HUMBOLDT

AGENDA ITEM NO.

M-2

For the meeting of: July 22, 2014

Date: July 16, 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.

### DISCUSSION:

Prepared by Jeff M. Dolf

CAO Approval TLFR Cheryl Dilligian

#### REVIEW:

Auditor \_\_\_\_\_ County Counsel \_\_\_\_\_ Personnel \_\_\_\_\_ Risk Manager \_\_\_\_\_ Other \_\_\_\_\_

#### TYPE OF ITEM:

☒ Consent  
☐ Departmental  
☐ Public Hearing  
☐ Other \_\_\_\_\_

#### PREVIOUS ACTION/REFERRAL:

Board Order No. \_\_\_\_\_

Meeting of: \_\_\_\_\_

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

Ayes Sundberg, Loulax, Bohn, Fennell, Bass  
Nays \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

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

Dated: July 22, 2014

By: Kathy Hayes

Kathy Hayes, Clerk of the Board



## 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. Cooperative Agreement No. 14-73-06-0254-RA outlines cooperator and WS responsibilities, conditions, assurances, Congressional restrictions, regulations, liability, and Cooperative Agreement effective dates (July 1, 2014 through June 30, 2018). Each year a Work and Financial Plan between Humboldt County and APHIS-WS must be signed and are upon execution incorporated into the Cooperative Agreement by reference.

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. If applicable both Federal and State permits will be secured to perform wildlife damage management activities, and these activities will be conducted within the policy guidelines of APHIS-WS. Assistance provided to the public may be in the form of technical assistance or direct control activities. Recommendations and control activities will emphasize long term solutions and incorporate the IWDM approach.

The Work and Financial plan for FY 14-15 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.

This Cooperative Agreement was originally scheduled to go before your Board on July 1, 2014; the item was pulled due to receipt by the County of a letter from the Animal Legal Defense Fund on June 30, 2014 regarding violations of the California Environmental Quality Act. If approved by your Board the proposed Agreement would be retroactive to July 1, 2014.

## 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.

This agreement is consistent with your Board's Strategic Priority Framework's core role of providing services which can create improved public health and safety as well as support business and workforce development.

## 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.



United States  
Department of  
Agriculture

Animal and  
Plant Health  
Inspection  
Service

Wildlife  
Services

California State  
Office

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

August 28, 2014

Humboldt County  
Agricultural Commissioner  
5630 S. Broadway  
Eureka, CA 95503

Dear County Cooperator,

Enclosed are signed original Work Financial Plan (WFP) and Cooperative Service Agreement (CSA) between USDA-APHIS-Wildlife Services and the County of Humboldt.

If you have any questions, please feel free to call me at (916) 979-2675.

Respectfully,

Krista Dupre  
Budget Analyst  
California State Office

Enclosure

RECEIVED

SEP 02 2014

HUMBOLDT COUNTY  
Agricultural Commissioner/Sealer



Safeguarding American Agriculture  
APHIS is an agency of USDA's Marketing and Regulatory Programs  
An Equal Opportunity Provider and Employer



**WORK AND FINANCIAL PLAN**  
**between**  
**HUMBOLDT COUNTY**  
**and**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE**  
**WILDLIFE SERVICES (APHIS-WS)**  
**for**  
**July 1, 2014 through June 30, 2015**

Pursuant to Cooperative Service Agreement No. 14-73-06-0254-RA between the County of Humboldt and APHIS-WS, this Work Plan defines the objectives, plan of action, resources and budget for the maintenance of an Integrated Wildlife Damage Management (IWDM) program to protect residents, property, livestock, crops, and natural resources from damage caused by predators and other nuisance wildlife to be conducted from July 1, 2014 through June 30, 2015.

APHIS-WS is a federal agency with a broad mission that includes carrying out wildlife damage management activities. In recent years, USDA-APHIS has maintained an effective IWDM program to resolve conflicts with wildlife throughout the County. APHIS-WS is available and qualified to conduct the wildlife damage management services necessary to accomplish the County's goals.

**I.     OBJECTIVES/GOALS**

Wildlife Services' overall 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 Integrated Wildlife Damage Management approach.

The scope of this program is limited only by the financial resources allocated by the cooperator and APHIS-WS. Although successful elimination of any specific threat is not guaranteed, all reasonable efforts will be made to resolve or mitigate human-wildlife conflicts within financial and regulatory constraints.

**II.    PLAN OF ACTION**

To accomplish this goal, the following general field services will be provided: (1) technical assistance through demonstration and instruction of wildlife damage prevention and/or control techniques; (2) predator identification and removal when livestock, crop or natural resource damage is verified; (3) nuisance wildlife removal when property damage is identified; (4) removal of

wildlife displaying aggressive behavior or causing actual injury to county residents. To provide these basic services, APHIS-WS will:

1. Assign Wildlife Specialist(s) for a maximum of 2,088 work hours at an approximate rate of \$32.32 per hour distributed among direct control activities, technical assistance, APHIS-required administrative tasks and annual leave.
2. 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 plan.
3. Safely & professionally utilize approved wildlife damage management tools/equipment including firearms (including high-pressure air rifles), advanced optics, assorted snaring devices, trailing hounds, all-terrain vehicles, leg-hold traps for the protection of endangered species and public safety, cage-type & other specialized traps, deterrent methods/devices (including pyrotechnics), Environmental Protection Agency approved toxicants (including euthanasia drugs), night vision equipment and electronic calling devices.
  - a. Field Specialists will ensure that the most effective, efficient, and humane tools will be utilized and will conduct direct control operations in a safe manner.
  - b. Equipment will be maintained in good working order to help prevent accidents and/or hazardous situations.
4. Conduct all control activities with trained USDA-WS employees and volunteers.
  - a. Technical Assistance may be in the form of recommendations for implementing various non-lethal techniques. Official USDA pamphlets may be used to convey this information to the public.
  - b. Direct Control activities may include, but are not limited to the monitoring, trapping, dispersal, and shooting of known and potential predators or nuisance wildlife.

The District Supervisor in the WS District Office will supervise this project. This project will be monitored by the State Director and administrative staff in Sacramento. The Cooperator will be kept advised on the status of this project on a regular basis.

APHIS-WS will cooperate with the California Department of Fish and Game, the U.S. Fish and Wildlife Service, County and local city governments, and other entities to ensure compliance with applicable Federal, State, and local laws and regulations.

### **III. PROCUREMENT**

Purchase of supplies, equipment and miscellaneous needs including salaries will be made by APHIS-WS. All expenditures will be processed through APHIS's FMMI system and charged to the Cooperator as described in the Financial Plan.



#### IV. STIPULATIONS AND RESTRICTIONS

APHIS-WS activities under this cooperative effort will be limited to the State of California, County of Humboldt. Techniques will be environmentally sound, safe, and selective. If applicable, both Federal and State permits will be secured to perform wildlife damage management activities, and those activities will be conducted within the policy guidelines of APHIS-WS. All program activities will be conducted in compliance with Local, State, and Federal regulations.

In the absence of a finalized county budget, a letter of intent must be provided pending final budget approval. The cooperative Wildlife Services Program can't continue unless a mutual agreement is negotiated by July 1, 2014.

#### V. COST ESTIMATE FOR SERVICES


The cooperator will be billed quarterly by APHIS for actual costs incurred but will not exceed \$67,475.34 annually. An estimated itemization of expenses is listed below; however funds may be distributed between itemized categories at the discretion of APHIS-WS if required:

CATEGORY	PROGRAM DELIVERY COST-SHARE		
	FULL COST	COOPERATOR	COST-SHARE
Salary & Benefits	\$56,930.76	\$42,145.37	\$14,785.40
Labor Equalization	\$0.00	\$1,045.64	(\$1,045.64)
GSA Vehicle Mileage	\$5,994.47	\$5,994.47	\$0.00
GSA Vehicle Base	\$2,878.49	\$2,878.49	\$0.00
ATV Hire (1164)	\$1,003.54	\$1,003.54	\$0.00
Horse/ Dog Hire (1164)	\$0.00	\$0.00	\$0.00
Rentals/ Leases	\$0.00	\$0.00	\$0.00
General Supplies	\$252.50	\$0.00	\$252.50
Ammunition	\$404.00	\$0.00	\$404.00
Equipment (Incl. IT/Tele)	\$252.50	\$0.00	\$252.50
Chemicals	\$50.50	\$0.00	\$50.50
Pyrotechnics	\$50.50	\$0.00	\$50.50
Uniforms	\$252.50	\$0.00	\$252.50
Travel / Training / QAC	\$252.50	\$0.00	\$252.50
Subtotal Direct Costs	\$68,322.26	\$53,067.51	\$15,254.76
Indirect Costs		\$8,570.40	
Pooled Job Costs		\$5,837.43	
Agreement Total		\$67,475.34	
Project Total:		\$67,475.34	

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.

The financial point of contact for this Work Plan/Financial Plan is Krista Dupre, Acting Budget & Agreement Technician, (916) 979-2675. This plan has been approved by the USDA APHIS WS Western Regional Office for use in the State of California for cost-share agreements.

COUNTY OF HUMBOLDT  
5630 S Broadway  
Eureka, CA 95503  
Tax Identification Number: 94-6000513

  
\_\_\_\_\_  
County Representative

7-22-2014  
Date

Title: Chair, Board of Supervisors

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

  
\_\_\_\_\_  
State Director, California

8-11-14  
Date

  
\_\_\_\_\_  
Director, Western Region

8/18/14  
Date



**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:**

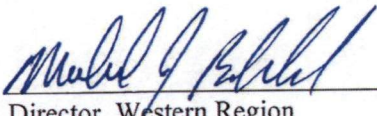
County of Humboldt  
5630 S Broadway  
Eureka, CA 95503  
Tax Identification Number: 94-6000513

  
County Representative \_\_\_\_\_ Date 7-22-2014

Title: Chair, Board of Supervisors

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

  
State Director, California \_\_\_\_\_ Date 8-11-14

  
*Acting* Director, Western Region \_\_\_\_\_ Date 8/18/14