



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-1

For the meeting of: April 11, 2017

Date: March 28, 2017

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. 17-73-06-0254-RA**

RECOMMENDATION(S):

That the Board of Supervisors:

1. Authorize the Chair to sign three (3) copies each of the United States Department of Agriculture Animal Plant Health Inspection Service Wildlife Services (USDA-APHIS-WS) Work and Financial Plan No. 17-73-06-0254-RA, and return all signed copies to the Commissioner's Office for further processing.

SOURCE OF FUNDING:

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

DISCUSSION:

On July 22, 2014, your Board approved Cooperative Service Agreement No. 14-73-060254-RA with USDA-APHIS-WS (see attached). The Wildlife Services Division of the USDA operates in 40 California Counties and provides assistance to the public on a broad range of issues where humans and wildlife have conflict.

Prepared by Jeff M. Dolf

CAO Approval [Signature]

REVIEW:

Auditor MSU

County Counsel

Personnel

Risk Manager

Other

TYPE OF ITEM:

- ☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other

PREVIOUS ACTION/REFERRAL:

Board Order No. M-2

Meeting of: July 22, 2014

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Wilson Seconded by Supervisor Fennell

Ayes Wilson, Fennell, Bross, Bohn, Sundberg

Nays
Abstain
Absent

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

Dated: 4/11/2017

By: [Signature]

Kathy Hayes, Clerk of the Board

WS provides diverse services that include protecting livestock and poultry from predation; protecting public health through disease monitoring; protecting public safety against attacks and threats by mountain lions, black bears, coyotes and other wildlife; protecting passengers and aircraft from collisions with wildlife; and protecting Federal and State listed threatened and endangered wildlife.

The Work and Financial Plan No. 17-73-06-0254-RA provides for shared county-federal funding for WS Program activities within Humboldt County. The WS budget of \$70,207.00 funds one Wildlife Service Specialist for a maximum of 2,088 hours at an approximate rate of \$33.68 per hour distributed among direct control activities, technical assistance, APHIS required administrative tasks and annual leave.

Approval of Work and Financial Plan No. 17-73-06-0254-RA for the WS Program is consistent with your Board's Strategic Priority Framework's focus of providing services that promotes a safe, healthy, economically vibrant community.

FINANCIAL IMPACT:

All personnel, supervision, equipment and supplies necessary to accomplish WS activities will be provided by the 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 county is being asked to contribute \$70,207.00 for services rendered during FY 2017-18. The General Fund allocation for Wildlife Services is \$47,475.00 with the remaining \$22,732.00 derived from revenue generated from the Commissioner/Sealer Shared Services Memorandum of Understanding with Trinity County. The balance of actual costs is paid by APHIS-WS as part of a state-wide county cost share arrangement. Billings in equal amounts of \$17,551.75 will be forwarded by the USDA-WS to the Agriculture Commissioner for payment on a quarterly basis.

OTHER AGENCY INVOLVEMENT:

USDA-APHIS-WS

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Board discretion

ATTACHMENTS:

Three copies each of Work and Financial Plan No. 17-73-06-0254-RA, and one copy of Cooperative Service Agreement No. 14-73-06-0245-RA.

RECEIVED

MAR 17 2017

HUMBOLDT COUNTY
Agricultural Commissioner/Sealer

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, 2017 through June 30, 2018

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, 2017 through June 30, 2018.

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 \$33.68 per hour distributed among direct control activities, technical assistance, APHIS-required administrative tasks and annual leave.
2. GSA 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 Wildlife, 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, 2017.

V. COST ESTIMATE FOR SERVICES

The cooperator will be billed quarterly by APHIS for actual costs incurred but will not exceed \$70,207.00 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:

FINANCIAL PLAN	
07/01/17-06/30/18	
SALARY & BENFITS	\$46,382.00
VEHICLE:	\$5,522.00
TRAVEL/PER DIEM:	\$552.00
SUPPLIES/EQUIPMENT:	\$2,760.00
SUBTOTAL:	\$55,216.00
POOLED JOB COSTS:	\$6,074.00
INDIRECT COSTS:	\$8,917.00
PROJECT TOTAL:	\$70,207.00

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.

The financial point of contact for this Work Plan/Financial Plan is Nico Varanini, Budget Analyst, (916) 979-2026. 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

Ungene Bass
County Representative

4/11/17
Date

Title: Board Chair

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

State Director, California

Date

Director, Western Region

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:

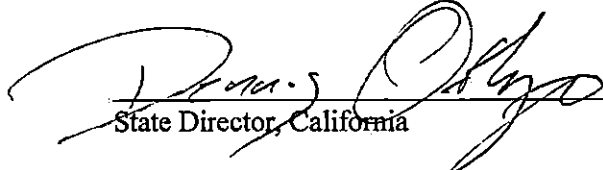
County of Humboldt
5630 S Broadway
Eureka, CA 95503
Tax Identification Number: 94-6000513



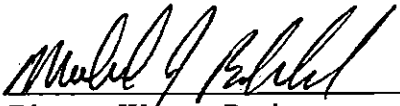
County Representative Date 7-22-2014

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



Director, Western Region Date 8/18/14

Acting