



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

CA

For the meeting of: August 21, 2018

Date: July 26, 2018

To: Board of Supervisors

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

Subject: Approval of United States Department of Agriculture Agreement No. 18-73-06-0254-RA for Wildlife Services

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve Cooperative Agreement No. 18-73-06-0254-RA, known as the United States Department of Agriculture-Wildlife Services (USDA) Contract (Attachment 1); and
2. Authorize the Chair to sign three copies each of the Cooperative Agreement and Work and Financial Plan No. 18-73-06-0254-RA (6 total copies), and return all signed copies to the commissioner's office for further processing; and
3. Approve a transfer from General Fund – Contingencies 1100-990 in the amount of \$24,838 for Fiscal Year 2018-19 to the Wildlife Services Division of the Agriculture Commissioner's Office (1100-279) for wildlife services to be performed by USDA WS (Attachment 2) (4/5 vote required); and
4. Grant a waiver of the Nuclear Free Ordinance.

SOURCE OF FUNDING:

Prepared by

Jim Dolf

CAO Approval

[Signature]

REVIEW:

Auditor

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 *Bass* Seconded by Supervisor *Wilson*

Ayes *Bass, Fennell, Sundberg, Bohn, Wilson*
Nays
Abstain
Absent

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

Dated: *8/21/18*

By:

Kathy Hayes, Clerk of the Board

General Fund Contingencies 1100-990

DISCUSSION:

The USDA's Wildlife Services Division operates in 40 California counties and provides assistance to the public on a broad range of issues where humans and wildlife have conflict. Cooperative Agreement No. 18-73-06-0254-RA between Humboldt County and the USDA provides for a county-wide integrated wildlife damage management program to protect residents, property, 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 cooperative agreement outlines county and USDA responsibilities, conditions, assurances, congressional restrictions, regulations, liability, and cooperative agreement effective dates (July 1, 2018 through June 30, 2023). Each year a work and financial plan between Humboldt County and the USDA's Animal Plant Health Inspection Services-Wildlife Services must be signed and are upon execution incorporated into the cooperative agreement by reference. This agreement funds one wildlife service specialist for a maximum of 2,088 hours at an approximate rate of \$34.63 per hour distributed among direct control activities, technical assistance, USDA-required administrative tasks and annual leave.

A waiver from the provisions of the Nuclear Free Ordinance is requested because the USDA will not modify its cooperative agreements to accommodate local ordinances.

FINANCIAL IMPACT:

Historically the County's General Fund has contributed the County's entire share of costs for the Wildlife Services Division (1100-279). Since FY 2013-14, the General Fund allocation for the Wildlife Services program has been \$47,475 with the remaining amount derived from revenue generated from the Commissioner/Sealer shared services memorandum of understanding with Trinity County. However as approved by your Board on December 5, 2018, the Agricultural Commissioner's Office ceased oversight of agricultural programs in Trinity County on June 20, 2018 resulting in the loss of offsetting revenue for the Wildlife Services program. The FY 2018-19 General Fund allocation for the Wildlife Services program is \$47,475, which is not enough funding to cover the attached contract. During the budget development process for FY 2018-19, the Agriculture Commissioner submitted an additional funding request that was not recommended for funding. There is sufficient funding in General Fund Contingencies to accommodate the request to transfer \$24,838 to 1100-279. If your Board grants this request it would bring the funding level in Contingencies to \$3,060,380, which is below policy level. Staff is recommending funding this request to transfer from Contingencies for FY 2018-19 and will reevaluate ongoing sources funding for this contract in FY 2019-20 and beyond. The balance of actual costs is paid by USDA as part of a state-wide county cost share arrangement. Billings in equal amounts of \$18,078.25 will be invoiced by the USDA to the Agriculture Commissioner for payment on a quarterly basis.

Approval of attached agreement is consistent with your Board's Strategic Framework by providing services that promotes a safe, healthy, economically vibrant community.

OTHER AGENCY INVOLVEMENT:

USDA

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Your Board could choose not to approve the transfer from Contingencies. However, this is not recommended as there would not be enough funding for the USDA contract.

ATTACHMENTS:

1. Three copies each of the Cooperative Agreement and Work and Financial Plan No. 18-73-06-0254-RA.

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 Act of March 2, 1931, as amended (7 USCA 8351), and the Act of December 22, 1987 (7 USCA 8353), the Secretary of Agriculture may conduct a program of wildlife services with respect to injurious animal species and take any action the Secretary considers necessary in conducting the program. Additionally, the Secretary of Agriculture, except for management of urban rodents, is authorized to conduct activities to manage nuisance mammals and birds and those mammal and bird species that are reservoirs for zoonotic diseases. In carrying out a program of wildlife services involving injurious and/or nuisance animal species or involving mammal and bird species that are reservoirs for zoonotic diseases, the Secretary is authorized to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

- a. This Cooperative Service Agreement constitutes an IWDM program that addresses the need for managing conflicts caused by predators and other nuisance wildlife in Humboldt County.
- b. 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 this Agreement shall be expended only towards the activities and related expenses outlined herein.
- c. 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.
- d. 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.

- e. 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.
- f. 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.
- g. All equipment with a purchase price of \$5,000 or more per unit, purchased directly with funds from the cooperator for use solely on this project shall be subject to disposal according to USDA-APHIS policy, and shall be specifically listed in the Financial Plan. Property title/disposal shall be determined when the project (including all continuations and revisions of this agreement) terminates, or when the equipment is otherwise directed to other projects, whichever comes first. If the equipment is sold prior to the project end, the proceeds should be allocated according to USDA-APHIS Policy. Continuations and revisions to this agreement shall list any equipment with a purchase price of \$5,000 or more per unit, carried over from a purchase directly with funds from the cooperator for use solely for this project. All other equipment purchased for the program is and remain the property of USDA-APHIS-WS.
- h. USDA-APHIS-WS will provide overall direction and control of the program.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

The Cooperator agrees to:

- a. Designate Jeff Dolf, Agricultural Commissioner, 5630 S Broadway, Eureka, CA 95503-6905, (707) 441-5260 as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement;
- b. 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 service submitted via an invoice within 30 days of the date of the submitted invoice or invoices as submitted by USDA-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. If the Cooperator is delinquent in paying the full amount of the due service costs submitted by USDA-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, USDA-APHIS-WS will immediately cease to provide the respective service associated with the submitted service costs. USDA-APHIS-WS will not reinstate or provide

the respective service until all due service costs, and/or due late payments, and/or due interest, penalty, and/or administrative costs are first paid in full.

- c. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
- d. 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 -- USDA-APHIS-WS RESPONSIBILITIES

USDA-APHIS-WS agrees to:

- a. 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 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.
- c. 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.
 - 1. Conduct all control activities with trained USDA-APHIS-WS employees and volunteers.
 - 2. 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.
 - 3. 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.
 - 4. Provide field 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 activities may include but are not limited to the monitoring, trapping, dispersal, and removal of wildlife causing damage to property, livestock, crops, and natural resources.

5. 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.
- d. To bill the Cooperator for costs incurred in performing IWDM activities as authorized in the approved 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. USDA-APHIS-WS will cease providing goods or services until a revision to 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 USDA-APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

For costs borne by USDA-APHIS-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 USDA-APHIS-WS upon failure of Congress to so appropriate. This Agreement also may be reduced or terminated if Congress provides USDA-APHIS-WS funds only for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent any other country, State government or its political subdivisions, local government, university, or college, organization, association, or individual from entering into separate agreements with USDA-APHIS-WS for same or similar activities provided under the terms of 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 – APPLICABLE REGULATIONS

All IWDM activities will be conducted in accordance with applicable Federal, State, and local laws and regulations. USDA-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 IDWM activities, and those activities will be conducted within the policy guidelines of USDA-APHIS-WS.

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, USDA-APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients.

ARTICLE 10 – LIABILITY

USDA-APHIS-WS 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 – 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 – FAILURE TO PAY FEES

The cooperator is liable for fees assessed for services performed under this agreement, if applicable. USDA-APHIS-WS will assess a late payment penalty for failure to pay fees when due. In addition, the overdue fees shall accrue interest as required by 31 U.S.C. 3717.

ARTICLE 13 – AGREEMENT EFFECTIVE DATE

This Agreement shall become effective on July 1, 2018 and shall continue through 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, USDA-APHIS-WS is relieved of the obligation to continue any operations under this agreement.

AUTHORIZATION:

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



County Representative, Ryan Sundberg

8/21/18

Date

Title: Chair of the Board of Supervisors

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, California

Date

Director, Western Region

Date

**HUMBOLDT COUNTY
FINANCIAL PLAN
July 1, 2018 through June 30, 2019**

Work Plan:

This Work Plan is in reference to Cooperative Service Agreement No. 18-7306-0254-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 \$72,313.00 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	\$	47,773.00
Travel	\$	569.00
Vehicles	\$	5,687.00
Other Services		
Supplies and Materials	\$	1,422.00
Equipment	\$	1,422.00
Subtotal (Direct Charges)	\$	56,872.00
Pooled Job Costs	11.00%	\$ 6,256.00
Indirect Costs	16.15%	\$ 9,185.00
Aviation Flat Rate Collection		\$ -
Agreement Total	\$	72,313.00

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 Financial Invoice is Krista Dupre', Budget Analyst, (916) 979-2028.

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



County Representative, Ryan Sundberg

8/21/18

Date

Title: Chair of the Board of Supervisors

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