

# CONTRACT ROUTING SHEET

Date Prepared: 5/17/2017

Need Date: 5/31/17

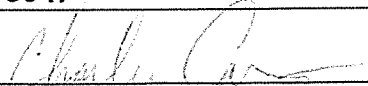
**PROCESSING DEPARTMENT:**

Department: Agriculture

Dept. Contact: Myrna Tow

Phone #: 6647

Department

Head Signature: 

Charlene Carveth

**CONTRACTOR:**

Name: EDC Agriculture Department

Address: 311 Fair Lane

Placerville, CA 95667

Phone: (530) 621-5520

**CONTRACTING DEPARTMENT:** United States Department of Agriculture Animal and Plant Health Inspection Service/Wildlife Services

Service Requested: Cooperative Service Agreement and workplan to facilitate wildlife damage management in El Dorado County

Contract Term: 7/1/17-6/30/18 Contract/Amendment Value: 63,000.

Compliance with Human Resources requirements? Yes:  No:

Compliance verified by: Misty Garcia 5/17/17 email attached

**COUNTY COUNSEL:** (Must approve all contracts and MOU's)

Approved:  Disapproved:  Date: 6/1/17 By: D. L. Winkston

Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

**RISK MANAGEMENT:** (All contracts and MOU's except boilerplate grant funding agreements)

Approved:  Disapproved:  Date: 6-5-17 By: MS

Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

**OTHER APPROVAL:** (Specify department(s) participating or directly affected by this contract).

Departments: Received contract number from Purchasing 5/10/17 074-S1810

Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_

Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EL DORADO COUNTY COUNSEL  
MAY 17 9 50 AM '17

*nothing for risk*



Myrna Tow <myrna.tow@edcgov.us>

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## Re: Contract for USDA/APHIS

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Myrna Tow <myrna.tow@edcgov.us>  
To: Misty Garcia <misty.garcia@edcgov.us>

Wed, May 17, 2017 at 12:04 PM

Thanks! I will send the contract on its way.

On Wed, May 17, 2017 at 12:02 PM, Misty Garcia <misty.garcia@edcgov.us> wrote:  
HR approves. The union was notified and has no questions/issues.

**Misty Garcia, PHR, MBA**  
Sr. Human Resources Analyst

**County of El Dorado**  
Human Resources Department  
330 Fair Lane, Placerville, CA 95667  
(530) 621-5388  
misty.garcia@edcgov.us

On Tue, May 16, 2017 at 4:21 PM, Myrna Tow <myrna.tow@edcgov.us> wrote:

I hope I was clear in mentioning we have a Wildlife Services Specialist on staff, he works hand in hand with the USDA trapper. Our contract is the necessary link for the licensing and the go between with the Department of Fish and Wildlife. If the Union Rep has any questions, please direct him our way and Charlene or I can assist. Thanks!

On Fri, May 12, 2017 at 12:50 PM, Misty Garcia <misty.garcia@edcgov.us> wrote:  
Good morning Myrna.

Because some of the services provided for in this contract could be considered bargaining unit work, I will be sending a notification to the union. I should have a response for you within 6 working days.

Regards,

**Misty Garcia, PHR, MBA**  
Sr. Human Resources Analyst

**County of El Dorado**  
Human Resources Department  
330 Fair Lane, Placerville, CA 95667  
(530) 621-5388  
misty.garcia@edcgov.us

On Fri, May 12, 2017 at 12:32 PM, Myrna Tow <myrna.tow@edcgov.us> wrote:  
Please see corrected contract they sent it overnight. Thanks!

On Thu, May 11, 2017 at 5:02 PM, Myrna Tow <myrna.tow@edcgov.us> wrote:

Hi there, we are entering into our 5th year with having to pay for this service. We have had this working relationship with USDA supplying one trapper to our county for the last 40 years. 50/50 match with USDA being the lead for all approved toxicants (euthanasia). They have the licensing and are the liaison with California Department of Fish and Wildlife. I went ahead and included the last four Blue Route Sheets from County Counsel just to let you see the history of the agreement. The Contract amount is changed (effective yesterday when we met with the Vendor) but I would like to go ahead and get the approval process started with you. Please call if there are any questions

D 18-1527 2 of 11

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Myrna Tow  
El Dorado County Department of Agriculture,  
Weights and Measures  
530-621-6647 Fax (530) 626-4756  
myrna.tow@edcgov.us

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myrna.tow@edcgov.us

**WORK AND FINANCIAL PLAN**  
**between**  
**EL DORADO 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. 13-73-06-6574-RA between the County of El Dorado 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 \$30.17 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 confined to the county indicated. 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 \$63,000.00 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.

| <b>FINANCIAL PLAN</b>      |             |
|----------------------------|-------------|
| <b>07/01/16 - 06/30/17</b> |             |
| SALARY & BENEFITS          | \$41,620.00 |
| VEHICLE:                   | \$4,955.00  |
| TRAVEL/PER DIEM:           | \$495.00    |
| SUPPLIES/EQUIPMENT:        | \$2,478.00  |
| SUBTOTAL:                  | \$49,548.00 |
|                            |             |
| POOLED JOB COSTS:          | \$5,450.00  |
| INDIRECT COSTS:            | \$8,002.00  |
| PROJECT TOTAL:             | \$63,000.00 |

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 EL DORADO  
311 FAIR LANE  
PLACERVILLE, CA 95667  
Tax Identification Number: 94-6000511

*Raina Schwartz*

County Representative

*6-15-17*

Date

Title: PURCHASING AGENT

*OK*

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

*D. O. [Signature]*

State Director, California

*6-26-17*

Date

*[Signature]*

Director, Western Region

*6-28-17*

Date

*SW*

## ADDENDUM

El Dorado County Charter §602, duly filed with the Secretary of State, declares therein, "Each contract shall identify the county officer or employee with responsibility for administering the contract." The El Dorado County Office of County Counsel has stated that no contract shall be approved unless it is in compliance with §602. In order to comply with this provision, this addendum must accompany each El Dorado County contract.

The Officer or employee with the responsibility for administering this contract is Charlene Carveth, Commissioner of Agriculture, or successor.

**Audit by California State Auditor:** Consultant/Contractor acknowledges that if total compensation under the agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Consultant/Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.





# COUNTY of EL DORADO

Procurement & Contracts

# 155

## BLANKET PURCHASE ORDER

PURCHASE ORDER NO.

BP20180045

| DATE     | REQUISITION NO. | TYPE | BLANKET PO# | PAGE | DELIVERY DATE | EXPIRATION DATE | THIS NUMBER MUST BE ON ALL INVOICES, PACKING LISTS, AND RELATED PAPER WORK. |
|----------|-----------------|------|-------------|------|---------------|-----------------|---|
| 07/24/17 |                 | BP   |             | 01   |               | 06/30/18        |   |

VENDOR

UNITED STATES DEPARTMENT OF AGRICULTURE  
 DBA ANIMAL & PLANT HEALTH INSPECTION SVC  
 P O BOX 979043  
 ST. LOUIS MO 631979000

SHIP TO

THIS IS NOT AN ORDER  
 SEE SPECIFIC ORDERS  
 AGAINST BLANKET FOR  
 SHIP TO ADDRESS

| REQUESTOR | FOIB POINT | TERMS  |
|-----------|------------|--------|
| RP        |            | NET 30 |

### NOTE CONDITIONS ON REVERSE

| LINE | QUANTITY | UNIT | DESCRIPTION   | UNIT PRICE | EXTENDED TOTAL |
|------|----------|------|---|------------|----------------|
| 001  |          |      | 909-05 CONTRACT SET-UP (BP)<br><br>AGM #074-S1810<br><br>WILDLIFE DAMAGE MANAGEMENT SERVICES<br><br>TERM: 07/01/2017 - 06/30/2018<br><br>NTE: \$63,000.00<br><br><i>Vendor 14</i><br><br><i>Wildlife Damage Mgmt Coop Service</i> |            |                |

CONTRACT AMOUNT: 63,000.00

This Purchase Order expressly limits acceptance to the terms and conditions stated herein, set forth on the reverse side hereof and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by seller are objected to and hereby rejected.

PLEASE REFER ALL QUESTIONS  
 CONCERNING THIS ORDER TO:

MYRNA TOW  
 (530) 621-6647 EXT 6647

VENDOR NUMBER : 000516 03

SFX. TOTAL INDEX SUB-OBJECT USER CODE  
 REQUESTING DEPT: AGRICULTURE DEPARTMENT  
 311 FAIR LANE

I hereby certify that this purchase order is issued in accordance with procedures prescribed by ordinance and BOS Policy C-17 governing purchase of such items.

**FOR ENCUMBRANCE PURPOSES ONLY**

Purchasing Agent

**CONTRACT PROCESSING FORM**

The blue contract routing sheet requires you to contact Human Resources so that the contract can be reviewed as to whether or not you are contracting out what might be bargaining unit work. This form is sent to HR along with the service contract. All contracts must be reviewed, regardless of dollar amount.

TODAY'S DATE: 05/10/17

DATE NEEDED BY: 5/24/17

VENDOR: 000516-03

AGREEMENT #: 074-S1810

**SERVICE REQUIRED:**

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. Please reference agreement 17-73-06-6574-RA

**CONTRACT DETAILS:**

1. Original Contract Amount: \$ 63,000.00

2. Contract Term: 7/1/16-6/30/18

IF this is an addendum or amendment to an existing contract please complete #3 - #12 (otherwise skip to #7):

3. Additional Contract Amount: \_\_\_\_\_

4. Revised Contract Amount: \_\_\_\_\_

5. Revised/New Contract Term: \_\_\_\_\_

6. We are changing/amending this contract because:

Empty rectangular box for providing reasons for contract changes.

\*\*\*\*\*

7. Is this an "As Needed" Contract:  Yes  No

8. Is this a renewal:  Yes  No

If yes, how many times have we contracted with this vendor and what is the number of renewals/years with this particular vendor/agency/company?

Please note this agreement is ongoing each year, but could change at any given moment due to Federal and State Law. The county has had agreements with USDA for the last four years, however offset charges have only occurred for the last three years with this year being the second year for a full payment.

9. Please explain why County employees should not or cannot perform this work? Special skills or qualifications required, work of sensitive nature, neutral party preferred etc...

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. USDA provides the Environmental Protection Agency approved toxicants (including euthanasia drugs) for the disposal of nuisance animals.

10. Is it a legal requirement to use an outside vendor for service?  Yes  No

If yes, please state what law or mandate you are referring to.

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.  
Special License to issue euthanasia drugs, only through USDA affiliation with California Dept. of Fish and Wildlife.

11. If this is a temporary special assignment, why do the services continue to be required?

12. Is this contract associated with any grants/other contracts that fund County employee jobs?  Yes  No

Please explain: