

COOPERATIVE SERVICE AGREEMENT
between
EL DORADO 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 facilitate wildlife damage management (WDM) program activities in El Dorado County, California to manage conflicts caused by wildlife. The activities will include employing available technologies in an operational program as well as information transfer.

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 a WDM program that addresses the need for managing conflicts caused by wildlife in El Dorado County, California. Based on this consultation, WS will formulate annually, in writing, the program work plan and associated 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 Charlene Carveth, Agricultural Commissioner Sealer of Weight & Measures, 311 Fair Lane Placerville, CA 95667, (530) 621-5520 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. 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 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 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 associated with the submitted service costs. 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 – WS RESPONSIBILITIES

WS agrees:

- a. To designate Dennis Orthmeyer, California State Director 3419A Arden Way, Sacramento, CA 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 WDM activities delineated in the Work and Financial Plan referenced in 3a of this Agreement.

- d. To bill the Cooperator for costs incurred in performing WDM 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 laws 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 WDM 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 upon the date of final signature and shall continue for a period not to exceed 5 years. This agreement may be amended at any time by mutual agreement of the parties in writing. It may be terminated by either party upon 60 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 EL DORADO
311 FAIR LANE
PLACERVILLE, CA 95667
Tax Identification Number: 94-6000511

Cooperator Representative

Date

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

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, 2013 through June 30, 2014

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, 2013 through June 30, 2014.

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 \$16.35 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 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, 2013.

V. COST ESTIMATE FOR SERVICES

The cooperator will be billed quarterly by APHIS for actual costs incurred but will not exceed \$34,130.52 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		
	SERVICE COST	COOPERATOR	APHIS-WS
Salary & Benefits	\$51,325.53	\$51,325.53	\$0.00
Labor Offset	\$9,929.00	\$0.00	\$9,929.00
GSA Vehicle Mileage	\$9,419.66	\$9,419.66	\$0.00
GSA Vehicle Base	\$3,660.00	\$3,660.00	\$0.00
ATV Hire (1164)	\$2,100.00	\$2,100.00	\$0.00
Horse/ Dog Hire (1164)	\$1,080.00	\$1,080.00	\$0.00
Rentals/ Leases	\$0.00	\$0.00	\$0.00
Cellular Service	\$336.00	\$0.00	\$336.00
Internet Access	\$660.00	\$0.00	\$660.00
General Supplies	\$250.00	\$0.00	\$250.00
Ammunition	\$400.00	\$0.00	\$400.00
Equipment (Incl. IT/Tele)	\$250.00	\$0.00	\$250.00
Chemicals	\$150.00	\$0.00	\$150.00
Pyrotechnics	\$50.00	\$0.00	\$50.00
Uniforms	\$250.00	\$0.00	\$250.00
Travel / Training / QAC	\$250.00	\$0.00	\$250.00
Total Direct Costs	\$80,110.19	\$67,585.19	\$12,525.00
Standard APHIS Overhead		\$10,915.01	
Standard APHIS Overhead Waiver		-\$10,915.01	
Agreement Offset		-\$33,792.60	\$33,792.60
1% APHIS Overhead	\$337.93	\$337.93	
Project Total:	\$80,448.12	\$34,130.52	\$46,317.60

EDC Agreement # 008-51411

Agreement Number: 13-73-06-6574-RA

WBS: AP.RA.RX06.73.0184

An APHIS-WS overhead waiver has been granted for this agreement so the entire 16.15% overhead charge will not be assessed during the period of this plan. However, APHIS overhead policy dictates 1% of direct costs be charged to the cooperator. This requirement can't be waived and CA-WS receives no direct benefit from these funds.

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. Copies of this approval and the APHIS Overhead waiver are available upon request.

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

County Representative

Date

Title: _____

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
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