

History of USDA  
Contracts

Agreement # 22-873-06-6574-RA

Legistar # \_\_\_\_\_

## AGREEMENT CONTRACT ROUTING SHEET

Date Prepared: 06/23/2022

Need Date: 06/29/2022

### PROCESSING DEPARTMENT:

Department: Agriculture  
Dept. Contact: Myrna Tow  
Phone: (530) 621-6647 (Myrna)  
Department Head Signature: Charlene Carveth  
Digitally signed by Charlene Carveth  
Date: 2022.06.23 15:14:31 -0700

### CONTRACTOR:

Name: United States Dept of Agriculture Animal and Plant Health Inspection Services  
Address: 3419 A Arden Way  
Sacramento, CA 95825  
Phone: (916) 979-2675  
Org Code: 3100000  
Project #  
(if applicable): \_\_\_\_\_

Funding Source: Unclaimed Gas Tax and General Fund

CONTRACTING DEPARTMENT: EDC Agriculture Department

Service Requested: Wildlife Damage Management

Description: Cooperative Service Financial Plan to facilitate wildlife Damage management in El Dorado County

Contract Term: 7/1/2022-6/30/2023 Contract Value: \$ 74,807.00

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

Approved:  Disapproved:  Date: 06/24/2022 By: Daniel Vandekoolwyk  
Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_  
Digitally signed by Daniel Vandekoolwyk  
Date: 2022.06.24 11:45:13 -0700

Risk: No Risk language. Other public agency. Approved: Michael Andersen, Risk Manager 06/29/2022

HR: Approved /s/ Lauren Montalvo 6/29/2022

HR APPROVAL: WILL BE REVIEWED THROUGH WORKFLOW

RISK MANAGEMENT: WILL BE REVIEWED THROUGH WORKFLOW

PLEASE EMAIL SIGNED DOCUMENT TO: myrna.tow@edcgov.us

Thank you!

**EL DORADO COUNTY  
FINANCIAL PLAN  
July 1, 2022, through June 30, 2023**

**Work Plan:**

This Work Plan is in reference to Cooperative Service Agreement No. 18-7306-6574-RA. USDA-APHIS-WS will administer an Integrated Wildlife Damage Management (IWDM) program in El Dorado 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 \$74,807.00 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	\$	49,420.00
Travel	\$	588.00
Vehicles	\$	5,883.00
Other Services	\$	-
Supplies and Materials	\$	1,471.00
Equipment	\$	1,471.00
<b>Subtotal (Direct Charges)</b>		
	\$	58,833.00
Pooled Job Costs	11%	\$ 6,472.00
Indirect Costs	16%	\$ 9,502.00
Aviation Flat Rate Collection		\$ -
<b>Agreement Total</b>	<b>\$</b>	<b>74,807.00</b>

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) 979-2675.

The County Officer or employee with responsibility for administering this Agreement is Charlene Carveth, Agricultural Commissioner.

County of El Dorado  
311 Fair Lane  
Placerville, CA 95667-4195  
Tax Identification Number: 94-6000511

06/30/2022

Date

Laura Schwartz  
Laura Schwartz (Jun 30, 2022 13:02 PDT)

El Dorado County

Representative: Laura Schwartz

Title: Deputy Chief Administrative Officer

MLW  
HW

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES  
3419A Arden Way  
Sacramento, CA 95825  
Tax Identification Number: 41-0696271

Date

DENNIS ORTHMEYER Digitally signed by DENNIS ORTHMEYER  
Date: 2022.07.01 15:16:29 -07'00'  
Dennis L. Orthmeyer, State Director

Date

CORY OGLESBY Digitally signed by CORY OGLESBY  
DN: c US, o U.S. Government, ou Department of Agriculture, cn-CORY OGLESBY,  
0.9.2342.19200300.100.1.1 12001000003523  
Date: 2022.07.06 14:38:29 -06'00'  
for Keith P. Wehner, Western Regional Director

## APPROVAL FOR FISCAL YEAR 2022 AGREEMENTS

**Initiative Title:** WS PROTECTION OF PROPERTY

**Proposed funding level:** \$ 32,589,399

What is the purpose of the initiative/agreement and how does it align with the Agency's and Secretary's priorities?

Wildlife Services (WS) activities to protect property occur in a wide variety of settings, including rural, urban, industrial, and suburban areas. WS personnel work with homeowners, property managers, parks departments, and government agencies to reduce property damage caused by wildlife. Operational activities include: beaver control and dam removals to prevent flooding and damage to water irrigation, sewer and flood prevention systems and transportation infrastructure including roadways, bridges, railroads, and airports; crow, raptor, and vulture management to prevent nest construction and damage to buildings, telecommunication towers, military and energy infrastructure including defense systems, power lines, substations, and ethanol production; and pigeon, European starling and house sparrow removals to prevent contamination to equipment, livestock feed and aircraft, and prevent disease transmissions from within buildings including barns, grain silos, hospitals, office buildings, residences, convention centers, aircraft hangers, and terminals. WS personnel remove abundant waterfowl from areas where birds damage or contaminate landscapes, recreation areas, ponds, lakes, and other water features. This initiative supports USDA goal 2, and APHIS objective 2.4

**Previous year funding level:** \$ 33,306,585

<Prior year details for initiatives can be found on an attached spreadsheet>

Historic instruments used to accomplish the initiatives goals

Cooperative Agreement (CA)	Grant (GR)	Interagency Agreement (IA)	Incoming Fund Agreement (RA/TF/OTC)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

**Signatures:**

Approving official:

Title	Name	Signature and date		
Program Manager/ADODR	Christina Taylor	CHRISTINA TAYLOR <small>Digitally signed by CHRISTINA TAYLOR Date: 2022.02.24 07:51:50 -0500</small>	Signature needed	x
Signatory or Delegate	David Reinhold	DAVID REINHOLD <small>Digitally signed by DAVID REINHOLD DN: cn=D. Reinhold, o=USDA, ou=APHIS, ou=Wildlife Services, email=D.Reinhold@aphis.usda.gov, c=US Date: 2022.02.25 15:48:08 -0500</small>	Signature needed	x
SES	Janet Bucknell	JANET BUCKNALL <small>Digitally signed by JANET BUCKNALL Date: 2022.02.25 15:48:08 -0500</small>	≥ \$250,000	<input checked="" type="checkbox"/>
Agreement/Grant Specialist	Heather Trainum	HEATHER TRAINUM <small>Digitally signed by HEATHER TRAINUM Date: 2022.02.28 16:24:38 -0500</small>	Signature needed	x

*History*  
Agreement # 21-73-06-6574-RA

Legistar # \_\_\_\_\_

# AGREEMENT CONTRACT ROUTING SHEET

*Contract 5790  
FY 21/22*

Date Prepared: 06/08/2021

Need Date: 06/22/2021

### PROCESSING DEPARTMENT:

Department: Agriculture  
Dept. Contact: Myrna Tow  
Phone: (530) 621-6647  
Department Head Signature: Charlene Carveth  
Digitally signed by Charlene Carveth  
Date: 2021.06.08 15:44:48 -0700'

### CONTRACTOR:

Name: United States Dept of Agriculture Animal and Plant Health Inspection Services  
Address: 3419 A Arden Way  
Sacramento, CA 95825  
Phone: (916) 979-2675  
Org Code: 3100000  
Project # \_\_\_\_\_  
(if applicable): \_\_\_\_\_

Funding Source: Unclaimed Gas Tax and General Fund

### CONTRACTING DEPARTMENT: Agriculture Weights and Measures

Service Requested: Wildlife Damage Management

Description: Cooperative Service Financial Plan to facilitate wildlife Damage management in El Dorado County

Contract Term: 7/1/2021-6/30/2022

Contract Value: \$ 72,000.00

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

Approved:  Disapproved:  Date: 06/09/2021 By: Daniel Vandekoolwyk  
Digitally signed by Daniel Vandekoolwyk  
Date: 2021.06.09 10:12:42Z  
Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_

Risk approves - no liability provisions to review Date - 6/22/2021 Michael Andersen/Risk Manager

HR Approves; Date - 6/25/21 Lauren Montalvo/HR Analyst

HR APPROVAL: WILL BE REVIEWED THROUGH WORKFLOW

RISK MANAGEMENT: WILL BE REVIEWED THROUGH WORKFLOW

PLEASE EMAIL SIGNED DOCUMENT TO: myrna.tow@edcgov.us

Thank you!

APHIS-WS Agreement Number: 21-73-06-6574-RA  
APHIS-WS Account Code (WBS): AP.RA.RX06.73.0184

**EL DORADO COUNTY**  
**FINANCIAL PLAN**  
**July 1, 2021 through June 30, 2022**

**Work Plan:**

This Work Plan is in reference to Cooperative Service Agreement No. 18-7306-6574-RA. USDA-APHIS-WS will administer an Integrated Wildlife Damage Management (IWDM) program in El Dorado 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 \$72,000.00 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	\$	47,566.00
Travel	\$	566.00
Vehicles	\$	5,663.00
Other Services	\$	-
Supplies and Materials	\$	1,416.00
Equipment	\$	1,416.00
Subtotal (Direct Charges)		\$ 56,626.00
Pooled Job Costs	11.00%	\$ 6,229.00
Indirect Costs	16.15%	\$ 9,145.00
Aviation Flat Rate Collection		\$ -
Agreement Total	\$	72,000.00

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APHIS-WS Agreement Number: 21-73-06-6574-RA  
APHIS-WS Account Code (WBS): AP.RA.RX06.73.0184

The financial point of contact for this Financial Invoice is Krista Dupre', Budget Analyst, (916) 979-2675.

County of El Dorado  
311 Fair Lane  
Placerville, CA 95667-4195  
Tax Identification Number: 94-6000511

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

\_\_\_\_\_  
Date

Title: \_\_\_\_\_

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES  
3419A Arden Way  
Sacramento, CA 95825  
Tax Identification Number: 41-0696271

\_\_\_\_\_  
Dennis L. Orthmeyer, State Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Keith P. Wehner, Western Regional Director

\_\_\_\_\_  
Date

APHIS-WS Agreement Number: 22-73-06-6574-RA  
APHIS-WS Account Code (WBS): AP.RA.RX06.73.0184

**EL DORADO COUNTY  
FINANCIAL PLAN  
July 1, 2022, through June 30, 2023**

**Work Plan:**

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Indirect Costs	16%	\$ 9,502.00
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APHIS-WS Agreement Number: 22-73-06-6574-RA  
APHIS-WS Account Code (WBS): AP.RA.RX06.73.0184

The financial point of contact for this Financial Invoice is Krista Dupre, Budget Analyst, (916) 979-2675.

County of El Dorado  
311 Fair Lane  
Placerville, CA 95667-4195  
Tax Identification Number: 94-6000511

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

\_\_\_\_\_  
Date

Title: \_\_\_\_\_

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES  
3419A Arden Way  
Sacramento, CA 95825  
Tax Identification Number: 41-0696271

\_\_\_\_\_  
Dennis L. Orthmeyer, State Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Keith P. Wehner, Western Regional Director

\_\_\_\_\_  
Date

## Contracting Out Analysis

Compliance with County Contracting Out Ordinance 5116, Title 3, Chapter 3.13, Section 3.13.030

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Select the option below that best describes your need for a contract. For departments that write contracts please include a recital in your contract that describes your selection.

- A. The work can be more economically and feasibly performed by an independent contractor or consultant than County employees.

*Note: If this option is selected, an economic analysis is required and must be submitted with this form. The Economic Analysis Form on the last page may be used to complete your analysis. Factors to be considered in the analysis include costs related to doing the work such as County staff, operational, administrative, equipment, materials, facilities, and support services.*

- B. The work requires specialty skills and qualifications not expressly identified in County classifications are involved in the performance of the work.

Please describe:

The difference is the USDA APHIS has the licensing for the chemical drugs used for the disposal of nuisance animals. When the Trappers are on an emergency call (ie Mountain Lion or Bear) they work together.

- C. Due to the limited timeframes, temporary or occasional nature, or schedule for the project or scope of work, the ongoing aggregate of work to be performed is not sufficient to warrant the addition of permanent staff.

Please describe:

We have one employee matched to the USDA employee.

- D. By legislative authority, it is mandated that the work be performed by independent contractors.

Please describe:

United States Departments of Agriculture Animal and Plant Health Inspections and California Department of Fish and Wildlife.

- E. The work will be performed by another governmental entity or agency.

Please describe:

United States Departments of Agriculture Animal and Plant Health and California Department of Fish and Wildlife

- F. A contract is necessary to protect against a conflict of interest or to ensure independent and unbiased findings where there is a need for an outside perspective; for example, contracts relating to litigation or potential litigation may require independent contractors.

Please describe:

United States Departments of Agriculture Animal and Plant Health applies for all of the necessary reporting and is the go between for Fish and Wildlife on programs behalf.

- G. The nature of the work involves urgent or emergency services.

Please describe:

Large animal depredation. Mountain Lion or Bear

## Economic Analysis Form

### DESCRIPTION OF SERVICES REQUIRED:

Identical to the job description of Wildlife Specialist.
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### LABOR COST:

Title of Position Required: Wildlife Damage Management

Duration of Project (specify "ongoing" or number of months/weeks): 52 weeks

Work Frequency on Average: 40 (hours) per week Period = 2080 (total hours)

Hourly Rate @ Step 5 (in lieu of adding non-productive, leave hours): 22.86 A

Add Benefit Rate (A x 35%) 8. B

**Total Hourly Rate:** 30.86 C = A X B

**Total Hours Required (up front training, direct project hours):** 15374 D

**TOTAL ANNUAL LABOR COSTS:** 62939 E = C X D

### OTHER COSTS:

Training (tuition, materials, conferences, travel, etc.): 566 F

Supplies (office supplies, computer, laptop, cell phone stipend): 2832 G

Space Requirements (phone, security badge, workstation): 5663 H

**TOTAL OTHER COSTS:** \_\_\_\_\_ I = F + G + H

**TOTAL LABOR AND OTHER COSTS:** 72000 E + I

10. Have County employees previously (or currently) performed this service?  Yes  No

10a. If yes, what classification(s)? When did County employees most recently perform this service?

Wildlife Services Specialist is performing the work with the USDA worker at all times.

10b. If yes, does this procurement of services supplement, but not replace County employees? Are any of those positions that currently/previously performed this service vacant and/or no longer allocated? Have (or will) County positions that most recently performed this service be reduced in force (subject to layoffs)? Briefly explain.

This program is supplemental to the Wildlife Services performed in El Dorado County.

11. Please explain why County employees should not or cannot perform this work. Be specific. Identify special skills or qualifications required (but not possessed by County), work of sensitive nature, neutral party necessary to prevent conflict of interest, etc.

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)

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

If yes, please explain:

### CONTRACT ROUTING SHEET

Date Prepared: 7/19/2018

Need Date: 7/27/18 sticks

PROCESSING DEPARTMENT: \_\_\_\_\_  
 Department: Agriculture  
 Dept. Contact: Myrna Tow  
 Phone #: 6647  
 Department Head Signature: *Charlene Carveth*  
 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 *RETRO*  
 Contract Term: 7/1/18-6/30/19 Contract/Amendment Value: 64,260.00  
 Compliance with Human Resources requirements? Yes:  No:   
 Compliance verified by: Misty Garcia

COUNTY COUNSEL: (Must approve all contracts and MOU's)  
 Approved:  Disapproved:  Date: 9/24/16 By: *D. Lindstrom*  
 Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_

*Chrysene Pierce called for pickup on 8/24/18. Checked Equix was moved to approval on 9/12/18*

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)  
 Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_  
 Approved:  Disapproved:  Date: \_\_\_\_\_ By: See Felix 9/17/18 & 9/21

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).  
 Departments: Received contract number from Purchasing ~~2018-01118~~ 1/18 Contract # 3285  
 Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_  
 Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_

APHIS-WS Agreement Number: 18-73-06-6574-RA  
APHIS-WS Account Code (WBS): AP.RA.RX06.73.0184

**COOPERATIVE SERVICE AGREEMENT (CSA)**

Between

**EL DORADO 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 El Dorado 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 El Dorado 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 Charlene Carveth, Agricultural Commissioner, 311 Fair Lane, Placerville, CA 95667-4195, (530) 621-5520 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



APHIS-WS Agreement Number: 18-73-06-6574-RA  
APHIS-WS Account Code (WBS): AP.RA.RX06.73.0184

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.

APHIS-WS Agreement Number: 18-73-06-6574-RA  
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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 El Dorado. Techniques will be environmentally sound, safe, and selective. If applicable, both Federal and State permits will be secured to perform IWDM activities, and those activities will be conducted within the policy guidelines of USDA-APHIS-WS.

APHIS-WS Agreement Number: 18-73-06-6574-RA  
APHIS-WS Account Code (WBS): AP.RA.RX06.73.0184

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.

*← This Service Agreement takes as through 6/30/23*

**AUTHORIZATION:**

County of El Dorado  
311 Fair Lane  
Placerville, CA 95667-4195  
Tax Identification Number: 94-6000551

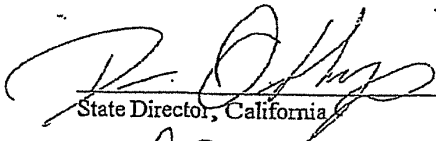
  
\_\_\_\_\_  
County Representative

10/9/18  
Date

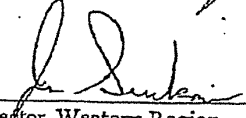
Title: Board of Supervisors, Chair

APHIS-WS Agreement Number: 18-73-06-6574-RA  
APHIS-WS Account Code (WBS): AP.RA.RX06.73.0184

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

10-23-18  
Date

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

10/25/18  
Date