RESOLUTION - ACTION REQUESTED 2017-337

MEETING: June 6, 2017

TO: The Board of Supervisors

FROM: Gavin Iacono, Deputy Ag Commissioner

RE: Approve FY 2017-2018 USDA/APHIS/Wildlife Services Cooperative Agreement

RECOMMENDATION AND JUSTIFICATION:
Approve Cooperative Service Agreement No. 17-73-06-0260-RA, the Annual Work and Financial Plan for Fiscal Year 2017/2018 with the United States Department of Agriculture/Animal, and Plant Health Inspection Service/Wildlife Services (USDA/APHIS/WS); and Authorize the Board of Supervisors Chair to Sign the Agreement.

This is the Annual Work and Financial Plan for FY 2017/2018 for work performed in Mariposa County by the USDA/APHIS Wildlife Services Specialists. This year's budget includes an increase of two percent or $1,387.00 from FY 2016/2017 due to programmatic increases being passed on to cooperating county programs.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The original Cooperative Service Agreement with USDA/APHIS/Wildlife Services was entered into on January 1, 1989, for an Integrated Wildlife Damage Management program to protect residents, property, livestock, crops and natural resources in Mariposa County from damage caused by predators and other nuisance wildlife.

Last year's Cooperative Service Agreement was approved by Resolution No. 2016-182 in the amount of $69,364.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
In the event that the Cooperative Service Agreement is not signed prior to July 1, 2017, USDA/APHIS/Wildlife Services requires a "Letter of Intent" in order to ensure continued service beyond June 30, 2017.

Non-renewal of the Cooperative Service Agreement with USDA/APHIS/Wildlife Services for Mariposa County will result in the end of service to the County.

FINANCIAL IMPACT:
The FY 2017/2018 agreement amount includes an increase of 2% or $1,387.00 from the FY 2016/2017 agreement and will be included in the FY 2017/2018 budget for the Agricultural Commissioner.
ATTACHMENTS:
USDA-APHIS-WS Agmt 17-73-06-0260-RA  (PDF)

CAO RECOMMENDATION
Requested Action Recommended

Dallin Kimble
Dallin Kimble, County Administrative Officer  5/31/2017

RESULT:  ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:   Kevin Cann, District IV Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
WORK AND FINANCIAL PLAN
between
MARIPOSA 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. 14-73-06-0260-RA between the County of Mariposa 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 $33.88 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. PROCURMENT

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 Mariposa. 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 $70,751.00 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:

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
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<tbody>
<tr>
<td>SALARY &amp; BENEFITS</td>
<td>$46,741.00</td>
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<tr>
<td>VEHICLE</td>
<td>$5,564.00</td>
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<tr>
<td>TRAVEL/PER DIEM</td>
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<tr>
<td>SUPPLIES/EQUIPMENT</td>
<td>$2,783.00</td>
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<td>SUBTOTAL</td>
<td>$55,644.00</td>
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<td>POOL ED JOB COSTS</td>
<td>$6,121.00</td>
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<td>INDIRECT COSTS</td>
<td>$8,986.00</td>
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<td>PROJECT TOTAL</td>
<td>$70,751.00</td>
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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 MARIPOSA
5009 Fairgrounds Road
P.O. Box 905
Mariposa, CA 95338-0905
Tax Identification Number: 94-6000880

[Signature]
County Representative

Title: BOARD CHAIR

AGREEMENT NUMBER: 17-73-06-0260-RA
WBS: AP.RA.RX06.73.0143

APPROVED AS TO FORM:

[Signature]
STEVEN W. DAHLEM
COUNTY COUNSEL

6/7/17
Date

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

[Signature]
State Director, California

6/19/17
Date

[Signature]
Director, Western Region

6/26/17
Date