

Office of the County Counsel
County of Shasta

RUBIN E. CRUSE, JR., COUNTY COUNSEL

ASSISTANT

James R. Ross

DEPUTIES

David M. Yorton, Jr.
Adam M. Pressman
Jennifer Tescher
Matthew M. McOmber
Alan B. Cox
Diane R. Fisher

1450 Court Street, Suite 332
Redding, California 96001-1675
(530) 225-5711
(530) 225-5817 FAX
Relay Service, dial 711

July 20, 2018

Cristina Stella
Staff Attorney
Animal Legal Defense Fund
525 East Cotati Avenue
Cotati, California 94931
cstella@aldf.org

VIA EMAIL AND FIRST CLASS U.S. MAIL

RE: Response to Letter dated June 8, 2018, Concerning the Integrated Wildlife Damage Management Program in Shasta County and Response to Verbal Public Records Act Request

Dear Ms. Stella,

This responds on behalf of Shasta County (County) to your letter dated June 8, 2018, addressed to Paul Kjos, Commissioner of the County Department of Agriculture, and the County Board of Supervisors, regarding alleged violations of the California Environmental Quality Act (CEQA), California Endangered Species Act, the Public Trust Doctrine, and other laws arising out of the Integrated Wildlife Damage Management (IWDM) Program in Shasta County. The County respectfully disagrees with the allegations of violation of any laws or regulations, as you and I discussed by telephone on June 25, 2018. However, notwithstanding the County's denial of any alleged violation of law, the County Board of Supervisors has decided to withdraw from the IWDM program at this time. Accordingly, the County has taken action to terminate its Cooperative Service Agreement with the United States Department of Agriculture (Animal and Plant Health Inspection Service, Wildlife Services). A courtesy copy of the County's Notice of Termination of the Cooperative Service Agreement is attached.

This also responds to your verbal Public Records Act request made during our conversation on June 25, 2018, for a copy of (1) the Work and Financial Plan for Fiscal Year 2018/2019 between the County and USDA and (2) the corresponding Notice of Exemption, if any. A copy of the Work and Financial Plan for Fiscal Year 2018/2019 is attached. The County previously adopted a NOE dated February 7, 2017, but is not in possession of an additional NOE exclusive to the 2018/2019 Work and

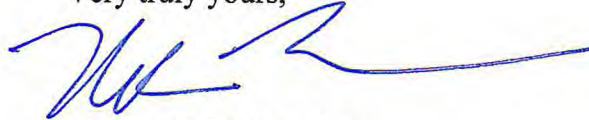
Cristina Stella
July 20, 2018
Page 2 of 2

Financial Plan. As you informed me during our conversation on June 25, 2018, you previously obtained a copy of the above-referenced NOE and therefore, you do not need another copy and a duplicate copy is not attached here. However, if you require a duplicate copy or wish to make any other requests for public records, please advise.

Due to the termination of the Cooperative Service Agreement, any issues regarding the 2018/2019 Work and Financial Plan are moot and the Work and Financial Plan is of no operative force or effect.

I trust this response fully satisfies the concerns you raised in your June 8, 2018 letter as well as your verbal request for records of June 28, 2018. If not, please advise immediately.

Very truly yours,



Matthew M. McOmber
Senior Deputy County Counsel

MMM/dms
Attachments



Shasta County

ADMINISTRATIVE OFFICE

LAWRENCE G. LEES
COUNTY EXECUTIVE OFFICER

1450 COURT ST., SUITE 308A
REDDING, CALIFORNIA 96001-1673
VOICE – (530) 225-5561
(NORTH STATE) – (800) 479-8009
FAX – 229-8238

July 9, 2018

Dennis Orthmeyer
California Director
USDA/APHIS - Wildlife Services
3419A Arden Way
Sacramento, CA 95825

Sent Via Email & Certified Mail

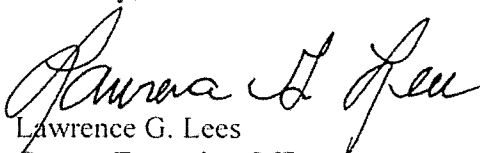
RE: Notice of Termination of Cooperative Service Agreement No. 16-73-06-0317-RA
(AP.RA.RX06.73.0180)

Dear Mr. Orthmeyer:

On behalf of the County of Shasta, pursuant to Article 11 of the Cooperative Service Agreement between Shasta County (Cooperator) and the United States Department of Agriculture Animal and Plant Health Inspection Service—Wildlife Services (Agreement No. 16-73-06-0317-RA [AP.RA.RX06.73.0180]), which was entered into and effective on July 1, 2016, the County of Shasta hereby gives you 90 days' notice that it terminates the above-referenced agreement effective October 8, 2018.

If you have any questions, please contact Paul Kjos at (530) 224-4914.

Sincerely,


Lawrence G. Lees
County Executive Officer

WORK AND FINANCIAL PLAN
between
SHASTA COUNTY (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)
for
July 1, 2018 through June 30, 2019

Pursuant to Cooperative Service Agreement No. 16-73-06-0317-RA between the County of Shasta and USDA-APHIS-WS, this Work and Financial 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, 2018 through June 30, 2019.

USDA-APHIS-WS is a federal agency with a broad mission that includes carrying out wildlife damage management activities. In recent years, USDA-APHIS-WS has maintained an effective IWDM program to resolve conflicts with wildlife throughout the County. USDA-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 USDA-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, USDA-APHIS-WS will:

1. Assign Wildlife Specialist(s) for a maximum of 3,679 work hours at an approximate rate of \$34.09 per hour distributed among direct control activities, technical assistance, USDA-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-APHIS-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.

USDA-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 USDA-APHIS-WS. All expenditures will be processed through USDA-APHIS's FMFI system and charged to the Cooperator as described in the Financial Plan.

IV. STIPULATIONS AND RESTRICTIONS

USDA-APHIS-WS activities under this cooperative effort will be limited to the State of California,

County of Shasta. 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, 2018.

V. COST ESTIMATE FOR SERVICES

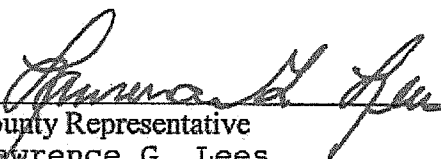
The cooperator will be billed quarterly by USDA-APHIS for actual costs incurred but will not exceed \$125,404.00 annually. An estimated itemization of expenses is listed below; however funds may be distributed between itemized categories at the discretion of USDA-APHIS-WS if required:

Cost Element	Full Cost	
Personnel Compensation	\$	82,847.00
Travel	\$	986.00
Vehicles	\$	9,863.00
Other Services	\$	-
Supplies and Materials	\$	2,466.00
Equipment	\$	2,466.00
Subtotal (Direct Charges)	\$	98,627.00
Pooled Job Costs	11.00%	\$ 10,849.00
Indirect Costs	16.15%	\$ 15,928.00
Aviation Flat Rate Collection		\$ -
Agreement Total	\$	125,404.00

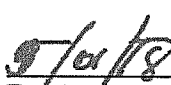
In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have 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 and Financial Plan is Krista Dupre', Budget Analyst, (916) 979-2028. 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 SHASTA
3179 Bechelli Lane, Suite 210
Redding, CA 96002
Tax Identification Number: 94-6000535

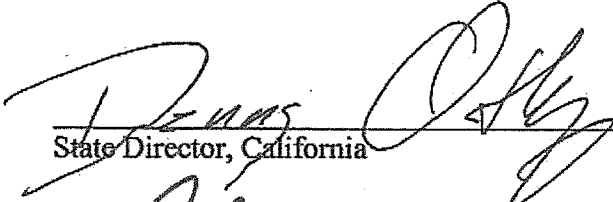


County Representative
Lawrence G. Lees
Title: COUNTY EXECUTIVE OFFICER, SHASTA COUNTY

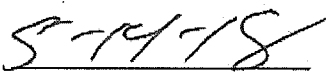


Date

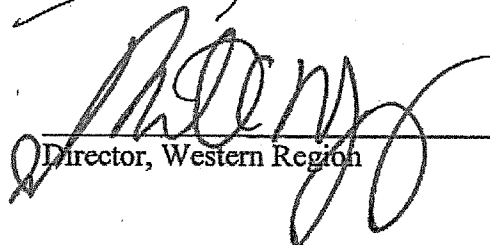
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
3419A Arden Way
Sacramento, CA 95825
Tax Identification Number: 41-0696271



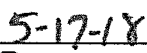
State Director, California



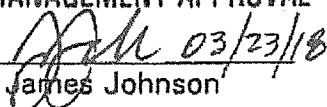
Date




Director, Western Region



Date

RISK MANAGEMENT APPROVAL
BY:  03/23/18
James Johnson
Risk Management Analyst

APPROVED AS TO FORM SHASTA COUNTY COUNSEL 
Matthew M. McOmber Senior Deputy County Counsel