



United States
Department of
Agriculture

Animal and
Plant Health
Inspection
Service

Wildlife
Services

California State
Office

3419A Arden Way
Sacramento, CA
95825
(916) 979-2675

August 1, 2022

City of San Diego
ATTN: Karolynn Estrada
2125 Park Blvd
San Diego, CA 92101

Hello Karolynn,

I have enclosed 1 fully executed original for FY22/23 Work and Financial Plans (WFP) between City of San Diego and USDA-APHIS-Wildlife Services.

If you have any questions, please feel free email me at Krista.M.Dupre@usda.gov.

Respectfully,

A handwritten signature in blue ink that reads "Krista Dupre".

Krista Dupre
Budget Analyst
California State Office

Enclosures



Safeguarding American Agriculture
APHIS is an agency of USDA's Marketing and Regulatory Programs

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**WORK AND FINANCIAL PLAN (WFP)
BETWEEN
CITY OF SAN DIEGO (CITY)
AND
USDA, ANIMAL AND PLANT HEALTH INSPECTION SERVICE (USDA, APHIS)
WILDLIFE SERVICES (WS)
FOR
PREDATOR MANAGEMENT AT
MISSION BAY LEAST TERN SITES
AND
NORTHERN WILDLIFE PRESERVE
7/1/22 - 6/30/23**

SCOPE OF WORK:

1. The purpose of this program is to protect endangered California least terns (*Sterna antillarum browni*) (LETE) and their nests from predation at LETE nesting sites throughout Mission Bay. A secondary focus is to conduct predator management to protect a breeding population of light-footed Ridgeway's rails (*Rallus obsoletus levipes*) (LFRR) at the Northern Wildlife Preserve (NWP), located in north Mission Bay.
2. The management activities will be conducted by USDA-APHIS-WS personnel in consultation with the City's Park and Recreation Department personnel, the California Department of Fish and Game, the U.S. Fish & Wildlife Service, and the University of California Reserve System.
3. USDA-APHIS-WS will provide direct control of predators and technical assistance in solving and preventing predation.
4. Direct control activities at Mission Bay LETE nesting sites may include, but are not limited to the monitoring, trapping, dispersal and shooting of potential avian and mammalian predators of the LETE (collectively "target animals"), according to the agreed upon Mission Bay Predator Management Protocol ("Protocol"), attached hereto and incorporated by this reference. At NWP, only mammalian predators of the LFRR, including raccoon, skunk, domestic/feral cat, opossum, rats (*Rattus* spp.) will be managed primarily through the use of cage traps. No shooting will be conducted at the NWP.
5. According to the Protocol, non-target animals will be released on site. Target animals and seriously injured non-target animals will be euthanized, unless otherwise specifically provided for in the Protocol. Domestic cats and dogs live-trapped will be transferred to the San Diego Humane Society (SDHS), located at 5480 Gaines Street, San Diego, California. (It should be noted that San Diego County Animal Services no longer maintains their shelter facility in the San Diego area and that SDHS is the only shelter option. SDHS's website <https://www.sdhumane.org/programs/community-cats/> clearly states that all cats will be returned to their location of origin under their "Community Cat Program". This presents a major concern for endangered species protection and recovery efforts in Mission Bay which needs to be addressed in the near future.)
6. USDA-APHIS-WS will provide predator management at Mariner's Point, North Fiesta Island, and Stoney Point, as required from July-September 2022 (or until all LETE nesting activity has ceased) and February-June 2023. Predator management activities at the NWP will be conducted July-August 2022 and February-June 2023 at a comparatively reduced level.

Activities outside the above time frames (i.e., outside the nesting season) will consist of periodic site surveys/inspections, report preparation, required training, expenditure of accrued comp hours, and equipment repair/preparation.

7. USDA-APHIS-WS will provide monthly summaries of predator management activities during the breeding season (Mar-Sept) by the 10th of each month. An annual report summarizing the activities conducted at Mission Bay will be submitted within 90 days after completion of the project. A separate annual report will be submitted for activities conducted at the NWP.

8. This WFP can be amended by the agreement of both parties.

TERM:

This Agreement shall be effective on the last date that the contract is signed by both parties and approved by the Office of the City Attorney in accordance with San Diego City Charter section 40. Unless otherwise terminated, this Agreement shall be effective until completion of the Scope of Services or June 30, 2023, whichever is the earliest. The term of this Agreement cannot exceed five years unless approved by City Council by ordinance.

Non-Discrimination. USDA-APHIS-WS shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. USDA-APHIS-WS understands and agrees that violation of this clause shall be considered a material breach of the Agreement and may result in contract termination, debarment, or other sanctions.

Subcontracting: USDA-APHIS-WS shall not subcontract any portion of the work to be performed pursuant to this Agreement.

ADA Compliance. By execution of this Agreement, USDA-APHIS-WS certifies its compliance with the following City of San Diego requirements:

No contractor may discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment;

No qualified individual with a disability may be excluded on the basis of disability, from participation in, or be denied the benefits of services, programs, or activities by contractors or subcontractors providing services for the City; and

Post a statement addressing the requirements of the ADA in a prominent place at the worksite.

In addition, USDA-APHIS-WS shall include in each subcontract, agreement language which indicates the subcontractor's agreement to abide by the provisions stated above in this ADA section. Contractors and subcontractors shall be individually responsible for their own ADA employment programs.

Drug Free Workplace. By execution of this Agreement, USDA-APHIS-WS certifies its compliance with the following City requirements to provide a drug-free workplace by:

Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition and posting this statement in a prominent place at USDA-APHIS-WS's main office.

Establishing a drug-free awareness program to inform employees about all of the following:

- (a) The dangers of drug abuse in the workplace.
- (b) The person's or organization's policy of maintaining a drug-free workplace.
- (c) Any available drug counseling, rehabilitation, and employee assistance programs.
- (d) The penalties that may be imposed upon employees for drug abuse violations; and

FINANCIAL PLAN:

Project period: July 1, 2022, through June 30, 2023. USDA-APHIS-WS will issue quarterly invoices to the City for services rendered in performing wildlife damage management activities.

Cost Element	Full Cost	
Personnel Compensation	\$	74,199.78
Travel	\$	-
Vehicles	\$	7,180.00
Other Services	\$	1,100.00
Supplies and Materials	\$	2,400.28
Equipment	\$	-
Subtotal (Direct Charges)	\$	84,880.06
Pooled Job Costs	11.00%	\$ 9,336.81
Indirect Costs	16.15%	\$ 13,708.13
Aviation Flat Rate Collection		\$ -
Agreement Total	\$	107,925.00

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.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to San Diego Municipal Code 22.3210, authorizing such execution, and by the USDA-APHIS-WS.

CITY OF SAN DIEGO
Purchasing & Contracting Department
1200 3rd Ave. Ste.200
San Diego, CA 92101-4792
Tax Identification Number: 95-6000776 G

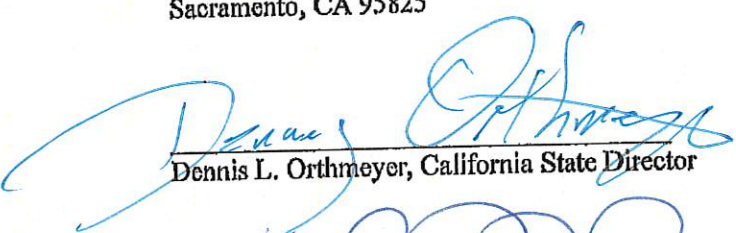


Director, Purchasing & Contracting

Jun 28, 2022

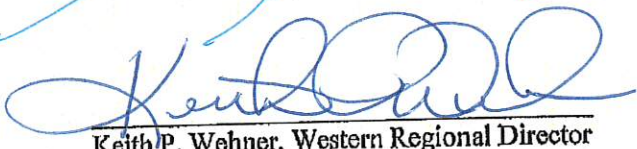
Date

United States Department of Agriculture
Animal and Plant Health Inspection Service, Wildlife Services
3419A Arden Way
Sacramento, CA 95825



Dennis L. Orthmeyer, California State Director

7-19-22
Date



Keith P. Wehner, Western Regional Director

7/26/2022
Date

ENVIRONMENTAL CLEARANCE:

This activity has been reviewed for consistency with EIRs prepared for the Mission Bay Park Master Plan (Project No. 91-0898/SCH No. 93041010, 05/10/94) certified and adopted by City Council Resolution R-284398 on August 2, 1994, the Mission Bay Park Natural Resources Management Plan & EIR (Project No. 89-0225, adopted by Council Resolution R-295667, May 1990), and the Joint EIR/EIS for the Multiple Species Conservation Program (Project No. 93-0287, certified and adopted by City Council Resolution R-288457, March 18, 1997). This is a subsequent discretionary action and therefore not considered to be a separate project for purposes of CEQA review as defined in State CEQA Guidelines Section 15378(c). Pursuant to Section 21166 of CEQA, there is no change in circumstance, additional information, or project changes to warrant additional environmental review for this action.

Approved by Planning Department – Environmental Policy and Public Spaces Division

BY: *Rebecca Malone*
Name: W Malone
Title: Environmental Policy Program Manager

Approved as to form this 29th day of June, 2022.

MARA W. ELLIOTT, City Attorney

By: *Catherine Morrison*
Catherine Morrison (Jun 29, 2022 19:09 PDT)
Name: Catherine Morrison
Title: Deputy City Attorney

**ATTACHMENT A
PREDATOR MANAGEMENT PROTOCOL
FOR MISSION BAY PARK CALIFORNIA LEAST TERN SITES**

I. Mammalian predators

A. Remove non-indigenous and feral mammals from Mariners Point (MP), North Fiesta Island (NFI), and Stoney Point (SP) as necessary.

1. All captured dogs, exotic pets and all collared and/or tame cats when caught will be taken to the local animal shelter, located at Central County Shelter, 5480 Gaines, San Diego, California, 92110, Phone Number: 619-236-4250.
2. Live traps will be the principal method of control but, padded foot-hold traps may be used to target specific individuals.

B. Indigenous/exotic species on MP, NFI, and SP.

1. Control skunk, opossum, raccoon, weasel, ground squirrel, red fox, grey fox, coyotes, rabbits and snakes.
2. Live traps will be the principal method of control where feasible. Also, padded foot-hold traps may be used to target specific individuals.

C. Control coyotes inside the perimeter fence of NFI using padded foot-hold traps.

II. Avian predators (all migratory birds will be managed according to applicable federal and state permits)

A. Meadowlark, rock dove, starlings -- live-trap or shoot problem individuals.

B. Ravens and crows -- May be lethally controlled through trapping, registered toxicants or shooting. Continue removal efforts during nesting season.

C. Gulls and herons - Remove only problem individuals.

D. Kestrel, red-tailed hawk, owls and other hawks.

1. Live trap individuals when predation or threats thereof are observed.
 2. Various methods will be used to live trap. If unsuccessful with live capture methods and observed predation has taken or is taking place, take by other means.
 3. Live captured individuals will be taken to a local wildlife rehabilitation facility for temporary holding and relocation.

E. Northern harrier.

1. When problem individuals are identified, determine nest site location if possible.
2. Attempt to live-trap problem individuals. If unable to live trap and observed or documented predation is taking place, take by other means.
3. Live captured individuals will be taken to a local wildlife rehabilitation

facility for temporary holding and relocation.

F. Peregrine falcon.

1. Document observations, including predation.
2. Problem individuals will be reported to the U.S. Fish & Wildlife Service.
3. Follow the methods and conditions of the peregrine falcon live-capture permit as obtained from the U.S. Fish and Wildlife Service.

The following species are considered Birds of Conservation Concern by the U.S. Fish & Wildlife Service: loggerhead shrike, burrowing owl, gull-billed tern, and peregrine falcon. Unless otherwise authorized by permit, Wildlife Services shall contact the U.S. Fish & Wildlife Service before any of the above identified species are targeted.

III. Site management issues.

- A. Predators will be managed as necessary, 5-7 days a week, prior to and during the breeding season.
- B. City occurrence reports documenting site integrity problems are to be filled-out and delivered to the Park and Recreation Department's Natural Resources Manager within 72 hours.
- C. Driving on LETE nesting sites.
 1. Driving is permitted on NFI on the established roads inside of the perimeter fence only.
 2. SP and MP are inaccessible by vehicle.
- D. Before any shooting may occur in Mission Bay pursuant to this Protocol, the shooting must be coordinated with San Diego Police Department (Dispatch) at (619) 531-2050. Shooting will be limited to the following: .177 caliber air rifle, .22 caliber rifle with CB long ammunition, and, in specific cases, a 12-gauge shotgun with #7.5, #8, BB or #4 buck, lead-free shot ammunition. To ensure public safety, shooting will be allowed only when there are no people in the vicinity.

APPROVAL FOR FISCAL YEAR 2022 AGREEMENTS

Initiative Title: PROTECTION OF NATURAL RESOURCES

Proposed funding level: \$ 19,186,854

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

Wildlife Services (WS) uses an integrated wildlife damage management approach to protect natural resources, including game species, fisheries, ecosystems, and sensitive, threatened, or endangered species. Natural resource protection includes alleviating adverse impacts from invasive species, such as nutria, feral swine, and other species that compete with native and game species for multiple resources, specifically food, habitat, and water. WS protects threatened and endangered species by removing predating wildlife, invasive species and by constructing exclusion barriers to prevent predation. WS protects fisheries by removing invasive fish in natural areas and preventing bird predation. In Guam, WS' mission is to eradicate invasive Brown Tree Snakes and prevent the snake's introduction to new areas and the United States. WS assists land management agencies in managing feral horses through technical assistance, research, and providing technology, including use of an immune contraceptive vaccine. The WS Pocatello Supply Depot manufactures specialized products for USDA, and other federal and state wildlife programs when tools are not available from the private industry. This initiative supports USDA goal 2, and APHIS objective 2.4

Previous year funding level: \$ 31,995,604

<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 09:28:49 -05'00'</small>	Signature needed	<input checked="" type="checkbox"/>
Signatory or Delegate	David Reinhold	DAVID REINHOLD <small>Digitally signed by DAVID REINHOLD DN: cn=David Reinhold, ou=Department of Agriculture, ou=DAVID REINHOLD, c=US, email=David.Reinhold@aphis.usda.gov Date: 2022.02.25 10:17:48 -05'00'</small>	Signature needed	<input checked="" type="checkbox"/>
SES	Janet Bucknall	JANET BUCKNALL <small>Digitally signed by JANET BUCKNALL Date: 2022.02.25 16:30:15 -05'00'</small>	≥ \$250,000	<input checked="" type="checkbox"/>
Agreement/Grant Specialist	Heather Trainum	HEATHER TRAINUM <small>Digitally signed by HEATHER TRAINUM Date: 2022.02.28 16:23:05 -05'00'</small>	Signature needed	<input checked="" type="checkbox"/>