

16-16-074

COOPERATIVE SERVICE AGREEMENT
between
CITY OF LACEY PARKS AND RECREATION (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES (APHIS-WS)

ARTICLE 1 – PURPOSE

The purpose of this Agreement is to conduct wildlife damage management (WDM) activities to manage various nuisance bird species such as Canada geese, gulls, pigeons, starling and other nuisance wildlife in order to reduce human health and safety threats, and reduce damage to City of Lacey property.

ARTICLE 2 - AUTHORITY

APHIS-WS has statutory authority under the Act of March 2, 1931, as amended (7 USC 426), and the Act of December 22, 1987 (7 USC 426c), 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. Confer and plan a WDM program that addresses the need for managing conflicts caused by nuisance wildlife in the City of Lacey, Washington. Based on this consultation, WS will formulate, in writing, the program work plan and associated budget and present them to the Cooperator for approval.
- b. Develop a mutually agreed upon Work Plan and Financial Plan which are incorporated into this Agreement by reference. 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 therein.
- 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. 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.

- e. 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 APHIS policy, and shall be specifically listed in the Work and 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 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 APHIS-WS.
- f. APHIS-WS will provide overall direction and control of the program.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

The Cooperator agrees to/that:

- a. Designate Brad Burdick, Operations Manager, City of Lacey, 1200 College Street SE, Lacey WA 98501, (360) 438-2692 as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement;
- b. 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

APHIS-WS agrees:

- a. To designate the WA/AK State Director, 720 O’Leary Street NW, Olympia, WA 98502, (360) 753-9884 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 APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal 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 3.a 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 law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

For costs borne by 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 APHIS-WS 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 – 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 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 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 – 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

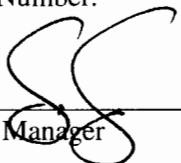
The cooperator is liable for fees assessed for services performed under this agreement, if applicable. APHIS will assess a late payment penalty for failure to pay fees when due. In addition, the overdue fees shall accrue interest as required by 31 U.S.C. 3717.

ARTICLE 13 – AGREEMENT EFFECTIVE DATE

This Agreement shall become effective January 1, 2017, and shall continue through December 31, 2017. Further, this Agreement may be amended or extended at any time by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend at least 30 days prior to expiration of the agreement. It may be terminated by either party upon 60 days' notice in writing to the other party.

AUTHORIZATION:

CITY OF LACEY PARKS AND RECREATION
LACEY, WA
Tax Identification Number:



Scott Spence, City Manager


Date 12/1/2016

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



State Director, WA/AK

Date 12/18/2017



Director, Western Region

Date 1/23/17

WORK PLAN/FINANCIAL PLAN

Cooperator: City of Lacey

Contact: Brad Burdick, Operations Manager 360-438-2692 bburdick@ci.lacey.wa.us

Cooperative Service Agreement No.: 17-73-53-6810-RA

WBS Code: AP.RA.RX53.73.0495

FMMI Shorthand Code: 7XWSWR5353REIMUBRRX53730495

Location: City of Lacey

Dates: January 1, 2017 – December 31, 2017

In accordance with the Cooperative Service Agreement between the City of Lacey and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan and Financial Plan set forth the objectives, activities and budget of the wildlife control activities for the period of January 1, 2017 – December 31, 2017.

Program Objective/Goals

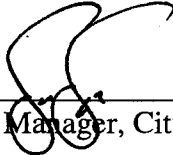
APHIS-Wildlife Service's objective is to conduct an Integrated Wildlife Damage Management (IWDM) program to control Canada geese, gulls, pigeons, starlings, and other nuisance wildlife such as beaver, raccoons, coyotes and opossum that pose a threat to human health and safety, and/or cause damage to City of Lacey property. Specifically, APHIS-WS will work to reduce the number of nuisance birds roosting, nesting, and loafing by means of direct control and technical assistance. Technical assistance may be in the form of recommendations for implementing various non-lethal techniques. A major focus of this agreement will be to reduce/alleviate property damage and human health and safety concerns from Canada geese which includes contamination of potable water and recreational areas within the City of Lacey. APHIS-WS will provide a wildlife damage management program which will include technical assistance, population monitoring, and population control (reduction in the number of geese utilizing certain areas).

Plan of Action

1. APHIS-WS will provide technical assistance upon request, including on-site evaluation of problem areas.
2. APHIS-WS will conduct a direct control program to reduce damage in designated areas as requested by City of Lacey.
3. Wildlife damage management activities will be accomplished primarily with the use of egg addling, self-setting decoy traps, deterrent methods, registered pesticides and firearms to remove birds. Live traps and specially permitted traps will be used to capture mammals. Wildlife Services will ensure that the most effective, efficient, and humane tools will be utilized.
4. Lethal removal for Canada geese will be conducted during the period, March through August. During nesting season, APHIS-WS will conduct an egg oiling/addling program within the jurisdictional boundaries represented by the City of Lacey. During the molt season (middle of June – middle of July), flightless geese will be captured in drive traps and euthanized. During the remainder of the year, APHIS-WS will provide non-lethal harassment throughout the city to keep geese from congregating in large numbers. The total agreement will not exceed 320 hours.
5. APHIS-WS will be responsible for disposal of all carcasses.
6. The District Supervisor in the APHIS-WS District Office in Poulsbo will supervise this project (360) 337-2778. The State Director in Olympia, WA, will monitor this project (360) 753-9884.
7. City of Lacey will be billed quarterly by APHIS-WS only for the expenses incurred, plus Overhead and Pooled Job Costs. Salaries and benefits are defined as compensation for all hours worked, benefits, differentials, hazardous duty allowances, annual leave, sick leave and awards. Invoices for the period of the Work Plan/Financial Plan cumulatively will not exceed **\$11,610.88** (SEE ATTACHED FINANCIAL PLAN). The financial point of contact for this Work Plan/Financial Plan is Roberta Bushman, Administrative Officer, (360) 753-9884.

Mailing:

CITY OF LACEY
1200 College Street SE
Lacey, WA 98503



City Manager, City of Lacey

Billing:

Same

12/1/2016
Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES



State Director, WA/AK

1/18/2017
Date



Director, Western Region

1/23/17
Date

FINANCIAL PLAN
 For the dispersement of funds from
 City of Lacey -
 to
 USDA APHIS Wildlife Services
 for
 Wildlife Damage Management
 from
 1/1/2017
 to
 12/31/2017

Cost Element		Full Cost
Personnel Compensation	\$	7,631.64
Travel	\$	-
Vehicles	\$	1,300.00
Other Services	\$	-
Supplies and Materials	\$	200.00
Equipment	\$	-

Subtotal (Direct Charges)	\$		9,131.64
Pooled Job Costs	11.00%	\$	1,004.48
Indirect Costs	16.15%	\$	1,474.76
Aviation Flat Rate Collection		\$	-
Agreement Total	\$		11,610.88

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: **\$11,610.88**