

**CITY OF MARYSVILLE AGENDA BILL**  
**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 10/28/2013**

AGENDA ITEM: Cooperative Agreement Renewal with United States Department of Agriculture, Animal Plant Health Inspection Service and Wildlife Services	
PREPARED BY: Jim Ballew DEPARTMENT: Parks and Recreation	DIRECTOR APPROVAL:
ATTACHMENTS: Work Plan/Financial Plan Agreement for 2013	
BUDGET CODE:	AMOUNT: \$15,000.00

**SUMMARY:**

The City has utilized the United States Department of Agriculture, Animal Plant Health Inspection Service and Wildlife Services through a Cooperative Agreement for assistance with wildlife conflicts caused by beavers, coyotes and other nuisance wildlife. The assistance has been in the form of educational information or direct control.

This renewal agreement provides assistance up to \$15,000 in services annually. Services are available to several departments throughout the city. The agreement managed by the Wildlife Services Branch and have been of great value to the city.

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council Authorize the Mayor to sign the Cooperative Agreement Renewal with United States Department of Agriculture, Animal Plant Health Inspection Service and Wildlife Services for services rendered through August 2014.</p>
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**COOPERATIVE SERVICE AGREEMENT  
REIMBURSABLE  
between  
CITY OF MARYSVILLE (COOPERATOR)  
and  
UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES (WS)**

**ARTICLE 1 – PURPOSE**

The purpose of this Agreement is to conduct wildlife damage management (WDM) activities to control beavers residing in and around the city of Marysville in order to reduce human health and safety threats and property damage due to flooding.

**ARTICLE 2 - AUTHORITY**

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c), for the Secretary of Agriculture to cooperate with States, individuals, public and private agencies, organizations, and institutions in the control of wild mammals and birds that are reservoirs for zoonotic diseases, or are injurious or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and public health and safety.

**ARTICLE 3 - MUTUAL RESPONSIBILITIES**

The Cooperator and WS agree:

- a. To confer and plan a WDM program that addresses the need for managing conflicts caused by beavers in Marysville, WA. Based on this consultation, WS will formulate annually, in writing, the program work plan and associated budget and present them to the Cooperator for approval.
- b. Each year The Cooperator and APHIS-WS must agree to and sign the annual Work and Financial Plans, which upon execution are incorporated into this Agreement by reference.
- 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. That 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.

#### **ARTICLE 4 - COOPERATOR RESPONSIBILITIES**

The Cooperator agrees:

- a. To designate Kari Chennault, Program Engineer, City of Marysville, 80 Columbia Avenue, WA, 98270, 360-363-8277, as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement;
- b. To 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**

WS agrees:

- a. To designate WS State Director, Roger Woodruff, 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 WS under this agreement is contingent upon a determination by WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental 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 laws and regulations.

#### **ARTICLE 6 – WS CONDITIONS**

For costs borne by 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 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 – ASSURANCES**

Nothing in this agreement shall prevent any other State, agency, organization or individual from entering into separate agreements with WS the Cooperator for the purpose of managing wildlife damage.

#### **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 – AGREEMENT EFFECTIVE DATE**

This Agreement shall become effective upon the date of final signature and shall continue through September 30, 2019. This agreement may be amended at any time by mutual agreement of the parties in writing. It may be terminated by either party upon 60 days written notice to the other party. Further, in the event the Cooperator does not for any reason reimburse expended funds, WS is relieved of the obligation to continue any operations under this agreement.

**AUTHORIZATION:**

CITY OF MARYSVILLE  
MARYSVILLE, WA  
Tax Identification Number: 91-6001459

\_\_\_\_\_

\_\_\_\_\_ Date

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

  
\_\_\_\_\_  
State Director, WA/AK

04 AUG 2013  
\_\_\_\_\_ Date

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

\_\_\_\_\_  
Date

## WORK PLAN/FINANCIAL PLAN

**Cooperator:** City of Marysville

**Contact:** Jim Ballew, 360-363-8402

Kari Chennault, Program Engineer 360-363-8277

Officer Dave Vasconi, Marysville PD 425-754-8843

**Cooperative Service Agreement No.:** 14-73-53-6173-RA

**WBS Element:** AP.RA.RX53.73.0178

**FMMI Shorthand Code:** 4XWSWR5353REIMBURRX53730178

**Location:** City of Marysville

**Date:** October 1, 2013 through September 30, 2014

In accordance with the Cooperative Service Agreement between the City of Marysville and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities, and budget of the wildlife control activities for the period of October 1, 2013 through September 30, 2014.

### **Program Objective/Goals**

APHIS-WS objective is to provide assistance to the City of Marysville, when they experience wildlife conflicts caused by beavers, coyotes and other nuisance wildlife. This assistance may be in the form of educational information or direct control. If direct control is necessary, the most effective and safe control tools and techniques will be utilized.

### **Plan of Action**

The objectives of the wildlife control activities will be accomplished in the following manner:

1. WS will assign a Wildlife Specialists on an intermittent basis up to 280 hours and will also provide the vehicle, field supplies, and equipment for the project.
2. WS will conduct aggressive control in areas of flooding with continued maintenance and monitoring in areas where beaver populations are reduced to prevent re-infestation.
3. WS will conduct aggressive control of coyotes when coyotes are causing a human health and safety issue.
4. Damage control will be accomplished by the following methods:
  - Technical assistance to improve and expand non-lethal methods (i.e. exclusion, eliminate feeding, etc.)
  - Trapping
  - Shooting

5. Matt Cleland in the WS District Office (360) 337-2778 in Poulsbo will supervise this project. This project will be monitored by Roger Woodruff, State Director, Olympia, (360) 753-9884.
6. WS will cooperate with the Washington Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, county and local city governments, and other entities to ensure compliance with Federal, State, and local laws and regulations.
7. City of Marysville will be billed quarterly by WS only for the services rendered, not to exceed \$15,000. Salaries and benefits are defined as compensation for all hours worked, benefits, differentials, hazardous duty allowances, annual leave, sick leave and awards. You will only be billed for expenses incurred. The financial point of contact for this Work Plan/Financial Plan is Roberta Bushman, Administrative Officer, (360) 753-9884.

**BUDGET**

Listed below are the estimated costs of the wildlife control program outlined above:

Salary & Benefits	\$ 10,850
Vehicle Fuel	450
Supplies	<u>497</u>
Subtotal	11,797
Overhead	1,905
Pooled Equip Cost	<u>1,298</u>
TOTAL	<u>\$ 15,000</u>

CITY OF MARYSVILLE  
 6915 ARMAR RD  
 MARYSVILLE, WA 98270

\_\_\_\_\_  
 Mayor

\_\_\_\_\_  
 Date

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

 FOR  
 State Director, WA/AK

04 AUG 2013  
 Date

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

\_\_\_\_\_  
 Date