


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 10/9/2017

AGENDA ITEM:	
USDA-APHIS-Wildlife Services Agreement, Work Plan/Financial Plan	
PREPARED BY:	DIRECTOR APPROVAL:
Matthew Eyer, Surface Water Administrator	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
Three copies of the USDA-APHIS Wildlife Services Work Plan/Financial Plan 2013 Agreement - Agreement No:14-73-53-6173-RA	
BUDGET CODE:	AMOUNT:
40145040.541000	\$16,933.92
SUMMARY:	

The USDA-APHIS Wildlife Services Cooperative Services Agreement (Agreement No: 14-73-53-6173-RA) was signed and approved by the City in 2013. The Agreement is effective through September 30th 2018. This request is for the annual renewal of the Work Plan/Financial Plan between the USDA-APHIS and the City for assistance in providing wildlife management services for conflicts caused by beavers, coyotes and other nuisance wildlife. This assistance is in the form of educational information or direct control.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the USDA-APHIS Wildlife Services, Work Plan/Financial Plan for the upcoming year.

WORK PLAN/FINANCIAL PLAN

Cooperator: City of Marysville

Contact: Matt Eyer, 360-363-8144 meyer@marysvillewa.gov
Jim Ballew, 360-363-8402 jballew@marysvillewa.gov
Karen Latimer, Department Manager 360-363-8277
Officer Dave Vasconi, Marysville PD 425-754-8843

Cooperative Service Agreement No.: 18-73-53-6173-RA.

WBS Code: AP.RA.RX53.73.0178

FMMI Shorthand Code: 8XWSWR5353REIMBURRX53730178

Location: City of Marysville

Date: October 16, 2017 through September 30, 2018

In accordance with the Cooperative Service Agreement (14-73-53-6173-RA, 2013) 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 16, 2017 through September 30, 2018.

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

1. The objectives of this plan will be accomplished in the following manner:
2. APHIS-WS will assign a Wildlife Specialist on an intermittent basis up to 320 hours and will also provide the vehicle, field supplies, and equipment for the project.
3. APHIS-WS will conduct beaver control in areas of flooding, and monitor beaver activity in areas where beaver populations are reduced to prevent re-infestation.
4. APHIS-WS will conduct control of coyotes when coyotes are causing a human health and safety issue.
5. Damage control will be accomplished by the following methods:
 - a. Technical assistance to improve and expand non-lethal methods (i.e. exclusion, eliminate feeding, etc.)
 - b. Trapping
 - c. Shooting

6. Brook Zscheile, the APHIS-WS District Supervisor (360) 337-2778 in Poulsbo will supervise this project. This project will be monitored by Mike Linnell, the State Director in Olympia, (360) 753-9884.
7. APHIS-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.
8. City of Marysville will be billed quarterly by APHIS-WS only for expenses shown in the Financial Plan and will not exceed the Agreement Total. Personnel Compensation is defined as salary for all hours worked, benefits, differentials, hazardous duty allowances, annual leave, sick leave and awards. The financial point of contact for this Work Plan/Financial Plan is Roberta Bushman, Administrative Officer, (360) 753-9884.

FINANCIAL PLAN
 For the dispersement of funds from
 City of Marysville
 to
 USDA APHIS Wildlife Services
 for
 Beaver Management
 From 10/01/2017 to 09/30/2018

Cost Element		Full Cost
Personnel Compensation	\$	11,613.45
Vehicles	\$	1,300.00
Supplies and Materials	\$	250.00
Subtotal (Direct Charges)	\$	13,163.45
Pooled Job Costs	11.00%	\$ 1,447.98
Indirect Costs	16.15%	\$ 2,125.90
Agreement Total	\$	16,737.32

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$16,737.32

Mailing Address:
CITY OF MARYSVILLE
1049 STATE AVE.
MARYSVILLE, WA 98270

Billing Address:
Same

Mayor

Date

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

State Director, WA/AK

Date

Director, Western Region

Date

**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 Chemault, 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

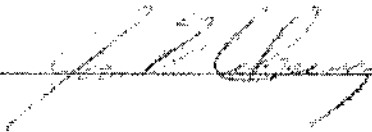
APHIS assumes no liability for any actions or activities conducted under this agreement except to the extent the recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680).

ARTICLE 11 -- AGREEMENT EFFECTIVE DATE

This Agreement shall become effective upon the date of final signature and shall continue through September 30, 2018. 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




10/29/17
Date

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


_____ State Director, WA/AK

29 AUG 2017
Date


_____ Director, Western Region

11/8/13
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.

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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.
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4. Damage control will be accomplished by the following methods:
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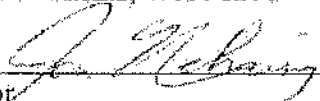
5. Matt Cleland in the WS District Office (360) 337-2778 in Poulsbo will supervise this project. This project will be monitored by Roger Woodruff, State Director, Olympia, (360) 753-9884.
6. WS will cooperate with the Washington Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, county 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

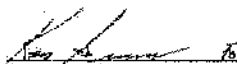


Mayor

10/21/13

Date

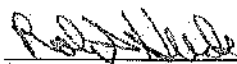
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES



State Director, WA/AK

04 AUG 2013

Date



Director, Western Region

11/8/13

Date

DOCUMENT TRACKING PAGE
DO NOT REMOVE FROM THIS DOCUMENT

DATE: 09/04/2013

COOPERATOR: Jim Ballew

City of Marysville
6915 Armar Road
Marysville, WA 98270

For correct and timely processing of this document, please ensure the following:

1. Sign on the **COOPERATOR'S SIGNATURE** line of the Work Plan/Financial Plan and/or Agreement and return the all **original documents** to our office at the following address:

<p>USDA-APHIS-WILDLIFE SERVICES 720 O'Leary Street NW Olympia, WA 98502 Phone: 360/753-9884 FAX 360/753-9466</p>
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2. If you would like to make a copy for your records please do so.
3. We will mail an original back to you after it has been signed by our Regional Director.
4. Please call Roberta Bushman if you have any questions.

Additional comments by WS office:

Additional comments or instructions by Cooperator:

WS Wildlife Services COPY

Protecting People | Protecting Agriculture | Protecting Wildlife

**COOPERATIVE SERVICE AGREEMENT
REIMBURSABLE
between
CITY OF MARYSVILLE (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES (WS)**

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- 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.

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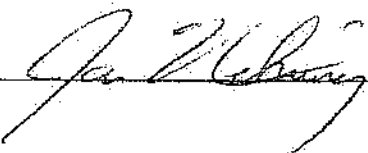
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AUTHORIZATION:

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



10/29/13
Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
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State Director, WA/AK

04 AUG 2013
Date

Director, Western Region

Date

WORK PLAN/FINANCIAL PLAN

Cooperator: City of Marysville

Contact: Jim Balfew, 360-363-8402

Kari Chennault, Program Engineer 360-363-8277

Officer Dave Vasconi, Marysville PD 425-754-8843

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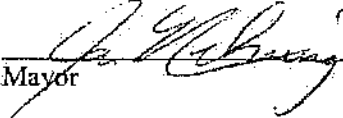
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MARYSVILLE, WA 98270

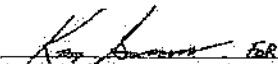


Mayor

10/29/13

Date

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



State Director, WA/AK

04 AUG 2013

Date

Director, Western Region

Date