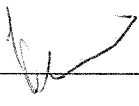


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 10, 2018

AGENDA ITEM:	
USDA-APHIS-Wildlife 5 year Cooperative Service Agreement & Annual Work Plan/Financial Plan	
PREPARED BY:	DIRECTOR APPROVAL:
Matthew Eyer, Storm/Sewer Supervisor	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
Three Copies of the USDA-APHIS-Wildlife 5 year Cooperative Service Agreement & Annual Work Plan/Financial Plan and Work Initiation Document for Wildlife Damage Management	
BUDGET CODE:	AMOUNT:
40145040 541000	\$16,377.00
SUMMARY:	
<p>The United States Department of Agriculture (USDA) Animal and Plant Health Inspection Services (APHIS) Wildlife Services Cooperative Services Agreement (Agreement No: 14-73-53-6173-RA) provides the City with wildlife management services for conflicts caused by beavers, coyotes and other nuisance wildlife. This renewal agreement provides assistance up to \$16,377.00 in services annually over 5 years. Services are available to all departments in the City. The last iteration of this Agreement was signed and approved by the City in 2013 and expires September 30th 2018. This new Agreement will be effective October 1, 2018 through September 30, 2023. This request also includes renewal of the annual Work Plan/Financial Plan and the Work Initiation Document for Wildlife Damage Management.</p>	

RECOMMENDED ACTION:

Staff recommends that the Council authorize the Mayor to sign the Cooperative Service Agreement between the City of Marysville and the USDA APHIS Wildlife Services, the accompanying Work Plan and the Work Initiation Document for Wildlife Damage Management.

COOPERATIVE SERVICE AGREEMENT
between
CITY OF MAYRSVILLE (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 control aquatic mammals 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, as amended (7 USCA 8351), and the Act of December 22, 1987 (7 USCA 8353), 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.

Under the Consolidated Appropriations Act, 2017, (Pub. L. No. 115-31, 131 Stat. 144, H.R. 244 — 115th Congress (2017-2018), APHIS is authorized to collect fees to cover the total costs of providing technical assistance, goods, or services requested by States, other political subdivisions, domestic and international organizations, foreign governments, or individuals, provided that such fees are structured such that any entity's liability for such fees is reasonably based on the technical assistance, goods, or services provided to the entity by the Agency, and such fees shall be credited to this account, to remain available until expended, without further appropriation, for providing such assistance, good, or services.

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 aquatic mammals in Marysville, WA. Based on this consultation, APHIS-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-WS 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-WS 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 Matthew Eyer, Storm/Sewer Supervisor, City of Marysville, 80 Columbia Avenue, WA 98270, (360) 363-8112 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 APHIS-WS State Director, Mike Linnell, 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 APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-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. APHIS-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 APHIS-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-WS 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 APHIS-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-WS provides goods or services on a cost recovery basis to nonfederal recipients.

ARTICLE 10 – LIABILITY

APHIS-WS 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. APHIS-WS 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 October 1, 2018 and shall continue to September 30, 2023. 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 MARYSMILLE
MARYSVILLE, WA
Tax Identification Number: 91-6001459

Mayor, City of Marysville

Date

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

State Director, Washington/Alaska

Date

Director, Western Region

Date

WORK PLAN/FINANCIAL PLAN

Cooperator: City of Marysville

Contact: Matt Eyer, 360-363-8112 meyer@marysvillewa.gov
Jim Ballew, 360-363-8402 jballew@marysvillewa.gov
Officer Dave Vasconi, Marysville PD 425-754-8843

Cooperative Service Agreement No.: 19-73-53-6173-RA

WBS Code: AP.RA.RX53.73.0178

FMMI Shorthand Code: 9XWSWR5353REIMBURRX53730178

Location: City of Marysville

Date: October 1, 2018 through September 30, 2019

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, 2018 through September 30, 2019.

Program Objective/Goals

APHIS-WS objective is to provide assistance to the City of Marysville, when they experience wildlife conflicts caused by aquatic mammals, 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 aquatic mammal control in areas of flooding, and monitor their activity in areas where 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 disbursement of funds from
 City of Marysville
 to
 USDA APHIS Wildlife Services
 for
 Aquatic Mammal Management
 From 10/01/2018 to 09/30/2019

Cost Element			Full Cost
Personnel Compensation	\$		10,580.00
Vehicles	\$		1,300.00
Supplies and Materials	\$		1000.00
Subtotal (Direct Charges)	\$		12,880.00
Pooled Job Costs	11.00%	\$	1,417.00
Indirect Costs	16.15%	\$	2,080.00
Agreement Total	\$		16,377.00

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$16,377.00.

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

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0579-0335. The time required to complete this information collection is estimated to average .059 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

OMB Approved
0579-0335

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

1. _____
Work Initiation
Document Number

2. 8 / 7 / 2018
MM DD YYYY

WORK INITIATION DOCUMENT FOR WILDLIFE DAMAGE MANAGEMENT

SECTION 1

3. TYPE OF WORK INITIATION DOCUMENT (mark all that apply):

- Private Property Temporary Non-Private Property Assign to These Special Groups
- Adjacent Landowner Addendum to a Work Initiation Doc. Amendment to Existing Work Initiation Doc.

- a. _____
b. _____
c. _____
d. _____

SECTION 2

4. Cooperator's Name City of Marysville
Last First Middle
5. Cooperator's Address 1049 State Ave Marysville
Street City
- Where will work be performed?
(give address or directions, if different from above) City owned/managed property throughout the City of Marysville.
6. Business/Farm/Ranch/or Common Name City of Marysville 7. WA 98270
State ZIP Code
8. Owner's or Representative's Name Matthew Eyer 9. 360 - 363 - 8112
(If different from Cooperator's) Cooperator Telephone Number
10. Owner's or Representative's Address _____
(if different from Cooperator's) Street City State ZIP Code

SECTION 3

- | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| 11. WS Employee and Work Location Information:

<u>B Zscheile, J McQuinn</u>
WS Employee Name

<u>Snohomish</u>
County

<u>WA</u>
State | 12. Land Class Information:
Land Class Acres
1. <u>City Land</u> <u>50+</u>
2. _____
3. _____
4. _____
Total Acres _____ | 13. Adjoining Property Work Information Document Number(s):
1. _____
2. _____
3. _____
4. _____ | 14. Species Information:
1. <u>Beaver</u>
2. <u>Muskrat</u>
3. <u>Coyote</u>
4. <u>Raccoon</u> |
| | | | <input type="checkbox"/> 15. If box is checked, attachment lists additional species. |

SECTION 4

16. In consideration of the benefits to be derived from the proper management of damage caused by those species listed in Section 3 Item 14. (and Item 15., if applicable), I, the undersigned cooperator or cooperator's representative, do hereby give my consent and concurrence to the Animal and Plant Health Inspection Service (APHIS) (to include its officials, employees, and agents) to use, upon lands owned, leased, or otherwise controlled by me, and identified by this Work Initiation Document, the following methods and devices:
- COMPONENTS: 1. Firearms 2. Traps, Body Grip 3. Traps, Foothold (Padded)
4. Traps, Cage 5. Traps, Suitcase 6. _____
- If box is marked, an attachment lists additional methods or devices.

SECTION 5

17. I, the cooperator or cooperator's representative, have been informed of the methods and the manner in which the control materials and devices listed in Section 4 will be used, and of the possible hazards associated with their use. I understand that APHIS, (to include its officers, employees and agents) will: exercise reasonable precautions to safeguard all persons to prevent injury to animal life other than those listed in Section 3, Item 14. (and Item 15., if applicable); guard against the mishandling of control devices and materials; and exercise due caution and proper judgment in all wildlife damage management operations. I understand that APHIS, WS, will maintain restricted use pesticide application records on applications made under the Work Initiation Document, and that APHIS, WS, will provide copies of the records or record information promptly upon the property owner's or cooperator's request. I understand that APHIS may collect Global Positioning System (GPS) coordinates at the project site as part of component or activity tracking or as wildlife disease monitoring or research data.

SECTION 6

18. In consideration of these understandings and of the benefits to be derived, I, the cooperator or cooperator's representative, agree to: take reasonable precautions to prevent injury to livestock and other domestic animals; assume responsibility for injury to my property under my control, when said injury is not the result of negligence on the part of APHIS; assist in maintaining such warning signs as APHIS may place for the purpose of notifying persons entering onto such lands of the possible hazards associated with wildlife damage management measures in use thereon; and to give adequate warning of these possible hazards to persons I authorize to enter onto such lands. Further, in recognition of the benefits to be derived from the use of specified methods and devices authorized by this Work Initiation Document, I, the cooperator or cooperator's representative, agree not to concurrently use or allow to be used upon lands covered by this Work Initiation Document, any toxic material that might reasonably be expected to take a species listed above in Section 3, Item 14. (and Item 15., if applicable) unless such use of said toxicant is agreed to by APHIS in writing.

SPECIAL CONSIDERATIONS:

SIGNATURE AND TITLE (Landowner, Lessee, or Administrator)	TELEPHONE NUMBER	ADDRESS	DATE
SIGNATURE AND TITLE (APHIS Representative) BROOK ZSCHEILE <small>Digitally signed by BROOK ZSCHEILE DN: c=US, o=U.S. Government, ou=Department of Agriculture, cn=BROOK ZSCHEILE, 0.9.2342.19200300.100.1.1=12001000169961 Date: 2018.08.07 16:49:09 -07'00'</small>	360-337-2778	10265 Central Valley Rd NW Poulsbo, WA 98370	8/7/2018