

RECEIVING NO. 4518
DATE 4-6-2011
CITY CLERK JSK
11-031

For Your Action

**2011 Interlocal Agreement for
Waterfowl
(Canada Goose)
Management Program**

Please Note:

Final Form Ready for Your Submittal for Signature and Funding Authorization

**2011 INTERLOCAL AGREEMENT FOR WATERFOWL (CANADA GOOSE)
MANAGEMENT PROGRAM**

WHEREAS, Chapter 39.34.040 RCW (Interlocal Cooperation Act) permits local government units to make the most efficient use of their powers by enabling them to communicate and cooperate with other localities on a basis of mutual advantage and thereby to provide services in a manner pursuant to forms of government organization that will accord best with recreational, park and natural resources and other factors influencing the needs and development of local communities and

WHEREAS, the various agencies, cities, counties, Washington State and agencies of the Federal Government listed in Exhibit A - Page 6 of this Agreement, desire to manage waterfowl, especially Canada Geese; and

WHEREAS, all parties require assistance from the Wildlife Services Program of the U.S. Department of Agriculture, to reduce negative impacts on water quality, minimize resource damage, ensure safety from disease for park visitors, and enhance other property managed; and

WHEREAS, yearly surveys by Wildlife Services indicates an increasing population trend for Canada geese in Lake Washington from the previous 8 years, expanding smaller groups of geese in surrounding areas and along Puget Sound, earlier pairing and nesting activity and a larger surplus of other waterfowl species in the Seattle area; and

WHEREAS, this program will be an ongoing resource management activity attempting to maintain a manageable number of birds on a year-to-year basis; and

NOW, THEREFORE, in consideration of the covenants herein, it is mutually agreed as follows:

SECTION I - PURPOSE

The purpose of this Agreement is to provide joint funding for an egg addling program, lethal control, population monitoring and census; mainly of Canada Geese, within King and Snohomish Counties.

This program will assist each party in communicating, maintaining, and managing public and selected and approved private site impacts of surplus waterfowl.

SECTION II - SCOPE OF PROGRAM

Wildlife Services (WS) will receive funds from each participating member for the continuation of an egg addling program, lethal control and evaluation during spring and summer 2011.

Using best management practices WS will carry out an egg addling program, seeking as many accessible nesting areas as possible and will make every effort to minimize damage to the surrounding environment.

With the assistance of Wildlife Services, the WMC members will continue a yearly program to increase monitoring activities that will enhance our location and access of nests on public and private land and to facilitate expanded egg addling program, including advertisement of an addling and nesting location hotline number for the general public and others, posters and webpage advertising and other activities to keep the public well informed of the Waterfowl Management Program.

WS will also implement a program of "lethal control" as requested by the Waterfowl Management Committee, subject to the terms and conditions of a permit to be issued by the U.S. Fish and Wildlife Service. This will be done on a case by case basis in situations where an over population of Canada geese may result in an impact on human health and safety, such as potable water contamination, bird aircraft strikes, disease transmission or other situations as determined by WMC members.

To request lethal control, WMC members must contact the WS District Supervisor or Assistant District Supervisor at 360-337-2778. WS will work with the member agency to determine if removal is warranted and if the location is suitable for removal operations.

WS will provide an annual report to the members of the WMC which will include information regarding egg addling, the general location of nests and number of eggs addled, number of geese removed, difficulties encountered and whatever other information would be valuable to the WMC.

2011 will be the eighteenth year of an egg addling program and the tenth year utilizing "lethal control". All methods and tools utilized to accomplish addling and "lethal control" activities in 2010 will again be used in 2011.

WS will conduct a standardized monthly goose population survey of selected area parks and will annually conduct up to six goose surveys of Lake Washington by boat. As in previous years, census counts will be expanded using staff from local agencies and participants at times and places to be specified. Survey results will be presented annually to the WMC.

Where possible, educational programs such as 'don't feed wildlife' and interpretive signage will be initiated to inform the public about urban Canada Geese, the associated problems, and the efforts of this committee at addressing those problems.

SECTION III - RESPONSIBILITIES

Each party, represented on the Waterfowl Management Committee, as shown on Exhibit "A", and incorporated by reference herein, will share in the ongoing review of the programs carried out by WS.

Each party agrees that if necessary, an Oversight Committee will be appointed to monitor and report back to the general committee on a regular basis. Three members of the Committee will make up the Oversight Committee chaired by the Seattle Parks and Recreation representative.

SECTION IV - COMPENSATION

The total cost of the 2011 waterfowl management program shall not exceed twenty one thousand, eight hundred ninety-nine dollars (\$21,899).

Each party shall contribute to the financial costs of the program as shown in Table I.

SECTION V - TERM AND EXTENSION

The Term of this Agreement is from January 1, 2011 to December 31, 2011. This Agreement may be extended in time, scope or funding by mutual written consent from all parties referenced herein.

SECTION VI - TERMINATION

This agreement may be unilaterally terminated by any of the parties referenced herein or Wildlife Services upon presentation of written notice to the Oversight Committee at least 30 days in advance of the severance date shown in Section V.

Should termination of this agreement occur without completion of the egg addling, each party shall pay only its' pro rata share of any expenses incurred under the agreement at the date of the termination, and each party shall receive copies of all products resulting from the addling activities up to the time of the termination.

SECTION VII - DELIVERABLE

Using best management practices Wildlife Services will carry out an egg addling program, seeking as many accessible nesting areas as possible and will make every effort to minimize damage to the surrounding environment. Field conditions or changing conditions may increase or decrease the number of eggs addled from previous years' totals. Eggs will be coated with vegetable oil on dates to be determined by USDA-Wildlife Services.

Lethal control will be implemented as requested and the total numbers are established by the U.S. Fish and Wildlife Service Permit.

Participants will receive a report on the number of eggs addled and geese euthanized in 2011.

SECTION VIII - FILING

As provided by RCW 39.34.040, this agreement shall be filed prior to its entry and force with the City or County Clerks of the participating parties, the County Auditor and the Secretary of State, and, if found to be necessary, with the State Office of Community Affairs as provided by RCW 39.34.120.

SECTION IX - LIABILITY

Each party to this agreement shall be responsible for damage to person or property resulting from the negligence on the part of itself, its employees, its agents or its officers. No party assumes any responsibility to another party for the consequences of any act or omission of any person, firm, or corporation not at party to this agreement.

EXHIBIT A

2011 WATERFOWL MANAGEMENT COMMITTEE PARTICIPANTS

City of Bellevue.....Pat Harris
City of Edmonds.....Todd Moles
City of Kent – Riverbend Golf Course.....Dave Owen
City of Kirkland.....Jason Filan
City of Mountlake Terrace.....Don Sarcletti
Port of Seattle – Seattle-Tacoma International Airport.....Steve Osmek
City of Renton.....Kelly Beymer
City of Tukwila – Foster Golf Links.....Curt Chandler
City of Woodinville.....Brian Meyer
Seattle of Parks and Recreation.....Barbara DeCaro
University of Washington.....Charles Easterberg
U.S.D.A. Wildlife Services..... Roger Woodruff
U.S. Fish and Wildlife Service.....Brad Bortner

TABLE I

<u>AGENCIES</u>	<u>CONTRIBUTIONS</u>
City of Bellevue	1956
City of Edmonds	1956
City of Kent	1956
City of Kirkland	1956
City of Mountlake Terrace	1956
Port of Seattle – Sea-Tac Airport	1956
City of Renton	1956
City of Tukwila-Foster Golf Links	1956
City of Woodinville	1956
Seattle Department of Parks and Recreation	2340
University of Washington	1956

All checks will be made payable to the USDA-APHIS-WS, earmarked for the Wildlife Services and sent to the following addresses:

Mr. Roger Woodruff
State Director -Wildlife Services Program
U.S. Department of Agriculture
720 O'Leary Street Northwest
Olympia, Washington 98502
(360) 753-9884

In case of procedural questions regarding this project, please contact:

Roberta Bushman, Administrative Officer
Wildlife Services Program
(360) 753-9884 FAX: 753-9466

For questions regarding implementation of control measures and census, please contact:

District Supervisor 360-337-2778

SECTION X. - SEVERABILITY

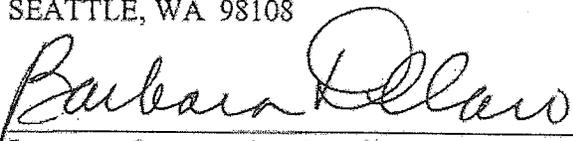
...If any section of this agreement is adjudicated to be invalid, such action shall not affect the validity of any section so adjudged.

This agreement shall be executed on behalf of each party by its authorized representative. It shall be deemed adopted upon the date of execution by the last so authorized representative.

This agreement is approved and entered into by the undersigned county and local government units, university and other private parties.

<p>City of Bellevue By: _____ Patrick Foran, Director of Parks and Community Services Date: _____</p>	<p>City of Woodinville By:  Richard A. Leahy, City Manager Date: _____</p>
<p>City of Edmonds By: _____ Gary Haakenson, Mayor Date: _____</p>	<p>Port of Seattle – Seattle-Tacoma International Airport By: _____ Tay Yoshitani, Chief Executive Officer Date: _____</p>
<p>City of Kent By: _____ John Hodgson, Director Date: _____</p>	<p>Seattle Department of Parks and Recreation By: _____ Christopher Williams, Acting Superintendent Date: _____</p>
<p>City of Kirkland By: _____ Kurt Triplett, City Manager Date: _____</p>	<p>City of Tukwila By: _____ Rick Still, Parks and Recreation Director Date: _____</p>
<p>City of Mountlake Terrace By: _____ John J. Caulfield, City Manager Date: _____</p>	<p>University of Washington By: _____ Jude Van Buren Director of Environmental, Health & Safety Date: _____</p>
<p>City of Renton By: _____ Denis Law, Mayor Date: _____</p>	

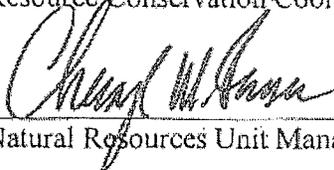
SEATTLE PARKS AND RECREATION
1600 DAKOTA STREET
SEATTLE, WA 98108



Resource Conservation Coordinator

2-3-11

Date



Natural Resources Unit Manager

2-9-11

Date

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



State Director, WA/AK

2-1-11

Date

Director, Western Region

Date

WORK PLAN/FINANCIAL PLAN

Cooperator: Waterfowl Management Committee (WMC)

Contact: Barb DeCaro, (206) 615-1660

Cooperative Service Agreement No.: 10-73-53-2065-TF

Accounting Code: 083-73-53-729

Location: King and Snohomish Counties

Dates: January 1, 2011 – December 31, 2011

In accordance with the Cooperative Service Agreement between the Waterfowl Management Committee 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 January 1, 2011 - December 31, 2011.

Program Objective/Goals

To reduce/alleviate property damage and human health and safety concerns, including contamination of potable water and recreational areas for the entities of the WMC. 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. WS will provide technical assistance upon request, including on-site evaluation of problem areas.
2. WS will conduct monthly surveys of Canada geese in the Seattle area according to the established survey route. Additional surveys may also be conducted.
3. WS will conduct a direct control program (egg addling and lethal control) to reduce damage in designated areas as requested by WMC participants.
4. Each member of the WMC will indicate to WS whether their participation includes a request to WS to remove Canada geese. Participants will rely on the experience and expertise of WS to identify locations where egg addling and goose removal is appropriate. Entities of the WMC will provide assistance with security measures, including police protection if requested by APHIS-WS. Participants may identify locations where control is not to be carried out.
5. Direct control projects will be conducted during the period, March through August 2011. During nesting season, WS will conduct an egg addling program within the jurisdictional boundaries represented by the WMC. During the molt season, flightless geese will be

captured in drive traps and euthanized. Alternative methods for goose removal that are analyzed and discussed in the Environmental Assessment for Management of Conflicts Associated with Non-migratory (Resident) Canada Geese in the Puget Sound Area may also be used.

6. WS will be responsible for disposal of Canada geese.
7. WS will provide a status report to members of the Inter-local at the annual WMC meeting
8. Matt Cleland, District Supervisor in the WS District Office in Poulsbo will supervise this project (360) 337-2778. Roger Woodruff, State Director, Olympia, WA, will monitor this project (360) 753-9884.
9. Each participant will provide the amount specified in the Inter-local Agreement to WS within 30 days of billing in support of these activities. The financial point of contact for this Work Plan/Financial Plan is Roberta Bushman, Admin Officer, 360-753-9884.

BUDGET

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

Salary & Benefits	\$ 16,663
Vehicle Use	2,750
Supplies	1,150
Program Support	<u>1,337</u>
TOTAL	<u>\$ 21,899</u>

WATERFOWL MANAGEMENT COMMITTEE
1600 DAKOTA STREET
SEATTLE, WA 98108

Date

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

State Director, WA/AK

Date

Director, Western Region

Date

**WORK PLAN/FINANCIAL PLAN
AMENDMENT #1**

Cooperator: Seattle Parks Department

Contact: Barb DeCaro, (206) 615-1660

Cooperative Service Agreement No.: 11-73-53-6167-RA

Accounting Code: 173-7353-176

Location: King County

Dates: January 1, 2011 through December 31, 2011

The purpose of this Amendment is to increase the hours to cover all parks and incorporate additional funding for nuisance wildlife at Seattle Parks.

BUDGET

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

Salary & Benefits	\$ 4,400
Supplies	328
Vehicle Use	1,000
Program Services	<u>372</u>
TOTAL	\$ 6,100

Original Work Plan/Financial Plan =	\$ 6,045
Amendment #1 =	<u>6,100</u>
GRAND TOTAL =	12,145