

For Your Action

13-050

**2013 Interlocal Agreement for  
Waterfowl  
(Canada Goose)  
Management Program**

Please Note:

Final Form Ready for Your Submittal for Signature and Funding Authorization

**2013 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 10 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 2013.

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.

2013 will be the twentieth year of an egg addling program and the twelfth year utilizing "lethal control". All methods and tools utilized to accomplish addling and "lethal control" activities in 2012 will again be used in 2013.

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 2013 waterfowl management program shall not exceed twenty seven five hundred and twenty-eight dollars (\$27,528).

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, 2013 to December 31, 2013. 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 2013.

### 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

2013 WATERFOWL MANAGEMENT COMMITTEE PARTICIPANTS

City of Bellevue.....Pat Harris  
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  
Tacoma MetroParks.....Marina Becker  
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	2230
City of Edmonds	2230
City of Kent	2230
City of Kirkland	2230
City of Mountlake Terrace	2230
Port of Seattle – Sea-Tac Airport	2230
City of Renton	2230
Tacoma MetroParks	2230
City of Tukwila-Foster Golf Links	2230
City of Woodinville	2230
Seattle Department of Parks and Recreation	2998
University of Washington	2230

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

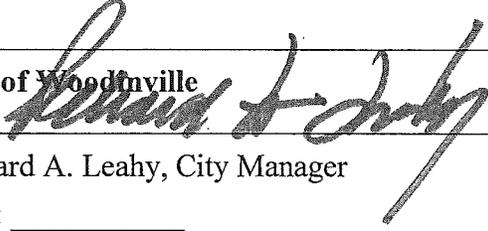
For questions regarding implementation of control measures and census, please contact:

District Supervisor 360-337-2778

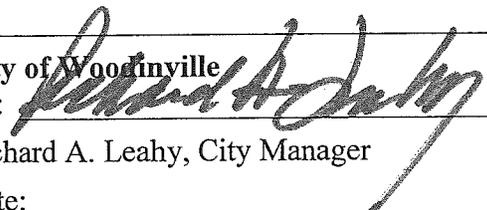
SECTION X. - SEVERABILITY

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

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<p><b>City of Kirkland</b> By: _____ Kurt Triplett, City Manager Date: _____</p>	<p><b>Tacoma MetroParks</b> By: _____ Steve Knauer, Director, Parks and Building Services Date: _____</p>
<p><b>City of Mountlake Terrace</b> By: _____ John J. Caulfield, City Manager Date: _____</p>	<p><b>City of Tukwila</b> By: _____ Rick Still, Parks and Recreation Director Date: _____</p>
<p><b>City of Renton</b> By: _____ Denis Law, Mayor Date: _____</p>	<p><b>University of Washington</b> By: _____ Jude Van Buren Director of Environmental, Health &amp; Safety Date: _____</p>
<p><b>City of Woodinville</b> By:  Richard A. Leahy, City Manager Date: _____</p>	

COOPERATIVE SERVICE FIELD AGREEMENT

between

Richard Leahy/ City of Woodinville (Cooperator)

and

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

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project as described below.

Alleviate damage & human health & safety concerns caused by Resident Canada Geese

ARTICLE 2

Authority exists under the Act of March 2, 1931 (46 Stat. 1469; 7 U.S.C. 426-426b) as amended, and under the Rural Development, Agriculture, and Related Agencies Appropriations Act of 1988, (Public Law 100-202, 7 USC 426c) for Wildlife Services to cooperate and enter into agreements with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions to manage wildlife damage.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. APHIS-WS will provide the requested wildlife damage management service;
2. The Cooperator will provide, at time of service, a certified or cashier's check, personal check or money order payable to USDA, APHIS in the amount of \$ 2230.00 for:

Labor, Vehicle, & Supplies

3. The monies received by APHIS-WS will be used for the purpose stated above and upon termination of this Agreement any unexpended funds will be retained by APHIS-WS and used on similar program activities.
4. The performance of WDM 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 environmental statutes. APHIS-WS will not make a final decision to conduct requested WDM actions until it has made the determination of such compliance.
5. Nothing in this Agreement shall prevent any other individual or organization from entering into separate Agreements with APHIS-WS for the purpose of controlling wildlife damage.
6. 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

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate the requisitioning agency upon failure of Congress to so appropriate. This Agreement also may be reduced or terminated if Congress only provides the Agency funds for a finite period under a Continuing Resolution.

ARTICLE 5

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 there from.

ARTICLE 6

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).

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.

This Agreement shall become effective April 1, 2013, and shall continue through August 31, 2013 not to exceed one year. This agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not, for any reason, deposit necessary funds, APHIS-WS is relieved of the obligation to provide services under this Agreement.

Cooperator Name, Address, and Phone Number

Richard Leahy  
17301 133rd Ave NE  
Woodinville, WA 98072  
425-877-2265

Phone Number

Fax Number

Cooperator's Tax ID No. or Social Security No.  
(As required by Debt Collection Improvement Act of 1996)

<u>Richard A. Leahy</u>	<u>4/10/2013</u>
Cooperator's Signature	Date
<u>[Signature]</u>	<u>3/25/13</u>
WS Representative Signature	Date

State Director's Signature \_\_\_\_\_ Date \_\_\_\_\_  
 USDA, APHIS, WILDLIFE SERVICES  
 720 O'Leary St. NW  
 Olympia, WA 98502  
 (360)-753-9884