

RECEIVED

COOPERATIVE SERVICE FIELD AGREEMENT

between
City of Woodinville

(Cooperator)

RECEIVING NO. 5260

2016 JUL 6 PM 10:21

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

DATE 7-7-16

CITY CLERK gsk

CITY OF WOODINVILLE

ARTICLE 1

OSEC Approved 15-06

6/13/16

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

Alleviate Damage & Human Health and safety concerns caused by resident Canada Geese

ARTICLE 2

Under the Act of March 2, 1931, as amended (7 USC 426), and the Act of December 22, 1987 (7 USC 426c), 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 urban rodent control, is authorized to conduct activities to control 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.

APHIS-WS and the Cooperator agree:

ARTICLE 3

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 for: Labor, Vehicle, & Supplies
3. The monies received by APHIS-WS will be used for the purpose stated above.
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.

initial

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 March 1, 2016, and shall continue through August 31, 2016 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

Brandon Buchanan, City Manager

City Of Woodinville

13203 NE 175th St

13203 NE 175th St

425-489-2700 x 2240

Phone Number

Fax Number

91-1579383

Cooperator's Tax ID No. or Social Security No.

(As required by Debt Collection Improvement Act of 1996)

[Signature]
Cooperator's Signature Date 6/7/16

[Signature]
WS Representative Signature Date 06/15/16

[Signature]
State Director's Signature Date 6-22-16

15-063

For Your Action

**2015-2018 Interlocal Agreement for
Waterfowl
(Canada Goose)
Management Program**

Please Note:

Final Form Ready for Your Submittal for Signature and Funding Authorization

**2015-2018 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, Pierce, 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 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 2015 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. The costs are shared between the agencies. Individual costs per agency may vary year-to-year and are based upon the total number of agencies actively participating in the program and receiving services. Table 1 shows the 2015 minimum and maximum costs for each agency.

SECTION V - TERM AND EXTENSION

The Term of this Agreement is from January 1, 2015 to December 31, 2018. 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 2015.

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.

TABLE I

<u>PARTICIPATING AGENCIES</u>	<u>CONTRIBUTIONS</u>	
	MINIMUM (Total 12 agencies)	MAXIMUM (Total 10 agencies)
Seattle Parks and Recreation	2998	3550
All other agencies	2230	2664

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.

EXHIBIT A

2015 WATERFOWL MANAGEMENT COMMITTEE PARTICIPANTS

City of Bellevue Pat Harris
City of Kirkland Jason Filan
City of Mountlake Terrace..... Curt Brees
Port of Seattle – Seattle-Tacoma International Airport Steve Osmek
City of Renton..... Kelly Beymer
City of SeaTac..... Roger Chouinard
Tacoma MetroParks Marina Becker
City of Tukwila – Foster Golf Links..... Curt Chandler
City of Woodinville Amy Ensminger
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 Joseph Sands
Washington State Parks Andrew Fielding

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>Port of Seattle – Seattle-Tacoma Int’l Airport By: _____ Mark Reis, Airport Director 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 SeaTac By: _____ Todd Cutts, City Manager Date: _____</p>
<p>City of Mountlake Terrace By: _____ Arlene Fisher, City Manager Date: _____</p>	<p>Tacoma MetroParks By: _____ Marina Becker, Director Parks and Natural Resources Date: _____</p>
<p>City of Renton By: _____ Denis Law, Mayor Date: _____</p>	<p>City of Tukwila By: _____ Rick Still, Parks and Recreation Director Date: _____</p>
<p>City of Woodinville By: <u>Richard A. Leahy</u> Richard A. Leahy, City Manager Date: <u>7/01/2015</u></p>	<p>University of Washington By: _____ Jude Van Buren, Director of Environmental Health & Safety Date: _____</p>
	<p>Washington State Park By: _____ Shawn Tobin, Regional Manager Date: _____</p>

COOPERATIVE SERVICE FIELD AGREEMENT
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ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

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Cooperator Name, Address, and Phone Number

Richard A. Leahy, City Manager
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425-489-2700 x 2240

Phone Number

Fax Number

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

Richard A. Leahy 7/21/2015
Cooperator's Signature Date
Todd C. Stewart 4/5/15
WS Representative Signature Date

State Director's Signature Date