

**SULTAN CITY COUNCIL  
AGENDA ITEM COVER SHEET**

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**ITEM NO:** A-4

**DATE:** January 14, 2010

**SUBJECT:** US Dept. of Agriculture; Wildlife Management Contract

**CONTACT PERSON:** Robert Martin, Community Development Director

**ISSUE:** Management of safety issues resulting from interaction between citizens and wildlife that is becoming resident in the urban-rural interface.

**STAFF RECOMMENDATION:**

Staff recommends that the Council authorize the Mayor to sign the attached contract US Dept. of Agriculture, Wildlife Management Service (in an amount not to exceed \$6,000) to conduct wildlife damage management activities and to control nuisance wildlife residing in and around the city of Sultan in order to reduce human health and safety threats and property damage.

**SUMMARY:**

This proposal would provide on demand services for 2010 to manage damaging and health hazard wildlife in the city. Wildlife, different from domestic animals, is an area outside of the expertise of local government animal control programs. This program is available through the Federal Government at a very economical cost to local governments. It is offered to reduce the incidence and spread of disease through contact between wildlife and humans in the built environment.

The services provided by this program are not provided by the city's normal animal control program which is only equipped to handle domestic animals.

**BACKGROUND:**

Due to recent efforts to deal with animal control issues in the community, it came to the staff's awareness that there is an additional level of service available for certain animal control problems that was not previously employed in the community.

This available service is in the form of the United States Department of Agriculture (USDA) Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS).

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.

The services provided by this program are not a substitute for domestic animal control, meaning dogs and livestock, or rodent infestations such as rats and mice. The program provides management of the wildlife component of animal control such as raccoons, coyote, cougar,

bear, and certain fowl that may be disease vectors. Typical city and county animal control programs are not equipped or experienced to deal with these animals.

As the interface between urban development and the adjacent wild land becomes larger and more integrated, conflict between wildlife and humans is increasing. Wildlife such as raccoons can present a serious public health and safety threat as they become increasingly acclimated and territorial in urban environments.

The staff of the APHIS WS program are expertly trained and equipped for management of all of the urban interface wildlife, and are authorized by federal law to use specialized equipment that is not authorized for use by city, county, and state personnel.

The City is actively recruiting a new Community Service Officer for animal control and code compliance functions. The Community Service Officer will not be able to address the kinds of wildlife issues that are handled by this program.

**FINANCIAL CONSIDERATIONS:**

Funding for this contract will come from excess funds in the Code Enforcement budget (001-060-xxx). It is not known to what extent, if any, this contract will result in charges during the budget year. If the Community Services Officer position is filled early in the budget year, and there are wildlife issues that require this contract to be activated, then staff will return to council for a budget amendment at the appropriate time.

**ALTERNATIVES:**

1. Propose some other level of service and authorize the Mayor to negotiate a different contract.
2. Do not adopt the proposal, removing wildlife management from the animal control program.

**RECOMMENDATION:**

Staff recommends that the Council authorize the Mayor to sign the attached contract US Dept. of Agriculture, Wildlife Management Service (in an amount not to exceed \$6,000) to conduct wildlife damage management activities and to control nuisance wildlife residing in and around the city of Sultan in order to reduce human health and safety threats and property damage.

**ATTACHMENTS:**

Attachment A: Draft Contract between City, University of Washington, and US Dept. of Agriculture.

Attachment B: Draft Work Plan/Financial Plan between City and US Dept. of Agriculture.

# DRAFT

## WORK PLAN/FINANCIAL PLAN

**Cooperator:** City of Sultan

**Contact:** Carolyn Eslick, Mayor  
425-327-2093

**Cooperative Service Agreement No.:** \_\_\_\_\_

**Accounting Code:** \_\_\_\_\_

**Location:** City of Sultan

**Dates:** January 1, 2010 through December 31, 2010

In accordance with the Cooperative Service Agreement between the City of Sultan 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, 2010 through December 31, 2010.

### **Program Objective**

The program objective is to conduct a nuisance wildlife control program within the City of Sultan.

### **Anticipated Project Results and Benefits**

Specific goals are:

1. To provide assistance to the City of Sultan by assessing and removing nuisance wildlife from the selected areas.
2. To provide assistance in the form of educational / technical information regarding selected control methods and species.

### **Plan of Action**

The objectives of the wildlife control activities will be accomplished in the following manner:

1. WS will assign one Wildlife Biologist up to 3 hours a week to the project and will also provide the vehicle and field supplies.
2. Wildlife management activities will be accomplished by using humane lethal and non-lethal methods.
3. Matt Cleland in the WS District Office in Poulsbo 360-337-2778 will supervise this

project. This project will be monitored by Roger Woodruff, State Director, Olympia, WA, 360-753-9884.

4. 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.
5. City of Sultan will provide/assist WS with the necessary permits for utilizing necessary trapping tools on this project.
6. City of Sultan will be billed quarterly by WS and only for the services rendered, not to exceed \$6,000. The financial point of contact for this Work Plan/Financial Plan is Roberta Bushman, Administrative Officer, 360/753-9884.

### BUDGET

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

Salary & Benefits	\$ 4,200
Supplies	433
Vehicle	1,000
Program Service	<u>367</u>
<b>TOTAL</b>	<b>\$ 6,000</b>

CITY OF SULTAN  
319 MAIN ST., SUITE 200  
PO BOX 1199  
SULTAN, WA 98294

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
State Director, WA/AK

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Western Region

\_\_\_\_\_  
Date

# DRAFT

## **COOPERATIVE SERVICE AGREEMENT REIMBURSABLE**

**between**

**University of Washington**

**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 nuisance wildlife residing in and around the city of Sultan in order to reduce human health and safety threats and property damage.

### **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 nuisance wildlife in Sultan, 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 Carolyn Eslick, Mayor of Sultan, 319 Main St, Suite 200, PO Box 1199, Sultan, WA, 98294, 425-327-2093, 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 for a period not to exceed 5 years. 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:**

Carolyn Eslick, Mayor  
319 Main St, Suite 200  
PO Box 1199  
Sultan, WA 98294

\_\_\_\_\_  
Mayor

\_\_\_\_\_

Date

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

\_\_\_\_\_

State Director, WA/AK

Date

\_\_\_\_\_

\_\_\_\_\_

Director, Western Region

Date