

COOPERATIVE SERVICE AGREEMENT
between
CITY OF NEWPORT
(COOPERATOR)
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 a wildlife damage management (WDM) program for the City of Newport to resolve wildlife/human conflicts related to damage caused by wildlife to property, human health and safety, and other resources.

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 wildlife on the City of Newport properties. 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 Jim Voetberg, City of Newport City Manager, 169 SW Coast Highway, Newport, Oregon 97365 (541) 574-0601 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 David E. Williams, State Director, USDA APHIS Wildlife Service, 6135 NE 80th Avenue Suite A-8, Portland Oregon 97218, (503) 326-2346 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 law.

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

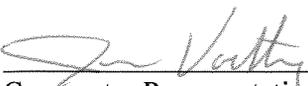
APHIS assumes no liability for any actions or activities conducted under this agreement except to the extent the recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680).

ARTICLE 11 – AGREEMENT EFFECTIVE DATE

This Agreement shall become effective on October 1, 2012 and shall continue through September 30, 2017. 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:

City of Newport
169 SW Coast Highway
Newport, OR 97365
Tax ID: 93-6002222



Cooperator Representative, City of Newport

9-19-12

Date

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

David E. Williams

9/27/12

State Director, APHIS-WS Oregon

Date

for Keith E. Gabel
Director, Western Region

Date

10/12/12

USDA APHIS WILDLIFE SERVICES WORK AND FINANCIAL PLAN

COOPERATOR: CITY OF NEWPORT
TAX IDENTIFICATION NO.:
COOPERATIVE AGREEMENT NO.: 13-73-41-6537-RA
ACCOUNT NO.: AP.RA.RX41.73.0124
DATES: October 1, 2012 –September 30, 2013

Pursuant to Cooperative Service Agreement No. 13-73-41-6537 between the City of Newport and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (APHIS-WS), this Work Plan defines the objectives, plan of action, resources and budget for cooperative wildlife services program in the City of Newport to be conducted from October 1, 2012 through September 30, 2013.

OBJECTIVES/GOALS:

The objective of the wildlife services program is to conduct a wildlife damage management program for the City of Newport to resolve wildlife/human conflicts related to damage caused by wildlife to property, human health and safety, and other resources.

Specific goals are:

1. To provide direct assistance to the City of Newport when they are experiencing wildlife conflicts.
2. To provide assistance in the form of educational information.
3. To provide a mechanism that enables other entities to participate in the program with shared responsibilities for funding, planning and evaluation.

PLAN OF ACTION:

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

APHIS-WS will provide technical assistance and or direct control at times and locations for the City of Newport where it is determined there is a need to resolve problems caused by wildlife. Lethal control efforts will be directed towards specific offending individuals or local populations. Method selection will be based on an evaluation of selectivity, humaneness, human safety, effectiveness, legality, and practicality.

Technical Assistance: Wildlife Services' personnel may provide verbal or written advice, recommendations, information, demonstrations or training to use in managing wildlife damage problems. Generally, implementation of technical assistance recommendations is the responsibility of the resource/property owner.

Direct Control: Direct control is usually provided when the resource/property owner's efforts have proven ineffective and or technical assistance alone is inadequate. Direct control methods/techniques may include trap equipment, shooting, and other methods as mutually agreed upon.

Brian Thomas, Acting District Supervisor in Salem will supervise daily activities of this project, (503) 399-5814. This overall project management will be monitored by David E. Williams, State Director, Portland, Oregon (503) 326-2346.

APHIS-WS will cooperate with the Oregon 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.

The City of Newport will be billed quarterly by APHIS-WS only for the services rendered, not to exceed \$5,000. All costs charged to the City of Newport are for reimbursement of actual costs incurred by APHIS-WS. If additional funds are required to complete the WDM activities for the year, then an amendment to this work plan will be required. In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by WS are due and payable within 30 days following the receipt of the submitted invoice. The financial point of contact for this Work Plan/Financial Plan is the Administrative/ Budget Officer in Portland, (503) 326-2346.

PROCUREMENT

APHIS-WS will provide the Wildlife Specialist with a vehicle, and the initial supplies and equipment. Cooperator understands that additional supplies and equipment may need to be purchased under this agreement to replace consumed, damaged or lost supplies/equipment. Any items remaining at the end of the agreement will remain in the possession of APHIS-WS.

STIPULATIONS AND RESTRICTIONS:

- a. All operations shall have the joint concurrence of APHIS-WS and the City of Newport and shall be under the direct supervision of APHIS-WS. APHIS-WS will conduct the program in accordance with its established operating policies and all applicable state and federal laws and regulations.
- b. Work Initiation Document for Wildlife Damage Management (WS Form 12A) will be executed between APHIS-WS and the landowner, lessee, or administrator before any APHIS-WS work is conducted.

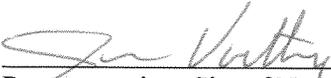
COST ESTIMATE FOR SERVICES:

An estimation of expenses is listed below; however funds may be distributed between itemized categories at the discretion of APHIS-WS if required.

Salary/Benefits (part-time)	\$3,050.07
Vehicle	599.82
Supplies	654.88
Overhead 16.15%	695.23
Total	\$5,000.00

AUTHORIZATION:

City of Newport
169 SW Coast Highway
Newport, OR 97365
Tax ID: 93-6002222



Representative, City of Newport

9-19-12

Date

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

David E. Williams
State Director, Oregon

9/27/12
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