

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works / Roads Division

DATE: February 14, 2017

REQUESTED ACTION: Approve a cooperative services contract (in an amount not to exceed \$24,804.56) with the United States Department of Agriculture; Animal and Plant Health Inspection Services – Wildlife Services (USDA/APHIS-WS) for the purpose of conducting wildlife damage management on County property

Consent
 Hearing
 County Manager

PUBLIC WORKS GOALS:

- Provide safe and efficient transportation systems in Clark County
- Create and maintain a vibrant system of parks, trails and green spaces
- Continue responsible stewardship of public funds
- Promote family-wage job creation and economic development to support a thriving community
- Maintain a healthy, desirable quality of life
- Increase partnerships and foster an engaged, informed community
- Cultivate a nimble, responsive work force
- Make Public Works a great place to work

BACKGROUND

Beaver activities in Clark County can cause a variety of flooding and erosion related damage to roads, structures, parks, stormwater facilities and other infrastructure. Public Works does its best to manage the impacts of beaver activities, but occasionally needs the experienced help of the United States Department of Agriculture, Animal and Plant Health Inspection Services – Wildlife Services. The USDA/APHIS-WS has the expertise to conduct wildlife damage management activities to control beaver, nutria and other nuisance wildlife to reduce health and safety hazards due to flooding roadways and/or structures.

COUNCIL POLICY IMPLICATIONS

None

ADMINISTRATIVE POLICY IMPLICATIONS

None

COMMUNITY OUTREACH

None

BUDGET IMPLICATIONS

| YES | NO | |
|-----|----|---|
| X | | Action falls within existing budget capacity. |
| | X | Action falls within existing budget capacity but requires a change of purpose within existing appropriation |

*ngp
OK*

PW17-017

| | | |
|-----|----|--|
| YES | NO | |
| | X | Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager. |

BUDGET DETAILS

| | |
|--------------------------|--|
| Local Fund Dollar Amount | \$24,805.00 annually |
| Grant Fund Dollar Amount | |
| Fund Name and Number | Road Fund-1012, GF Parks Fund-1032;485, MPD Parks Fund-1032;633, Clean Water Fund-4420 |
| Company Name | United States Department of Agriculture |

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

Attachments:

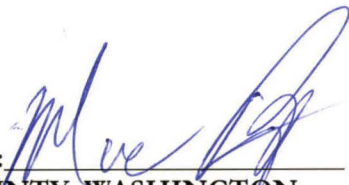
- Agreement (3)
- Work Plan (3)



 Scott Wilson
 Public Works Operations Manager



 Heath H. Henderson, PE
 Public Works Director/County Engineer



APPROVED:
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS
 DATE: Feb. 14, 2017
 SR# 034-17



PW 17-07

COOPERATIVE SERVICE AGREEMENT
between
CLARK COUNTY DEPARTMENT OF PUBLIC WORKS (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES (APHIS-WS)

ARTICLE 1 – PURPOSE

The purpose of this Agreement is to conduct wildlife damage management (WDM) activities to control beaver, nutria and other nuisance wildlife in order to reduce human health and safety threats and extensive damage due to flooding and eroding roadways and/or road structures.

ARTICLE 2 - AUTHORITY

APHIS-WS has statutory authority 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 management of urban rodents, is authorized to conduct activities to manage 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.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

- a. Confer and plan a WDM program that addresses the need for managing conflicts caused by beavers, nutria and other nuisance wildlife in Clark County, WA. Based on this consultation, WS will formulate, in writing, the program work plan and associated budget and present them to the Cooperator for approval.
- b. Develop a mutually agreed upon Work Plan and Financial Plan which are incorporated into this Agreement by reference. It is understood and agreed that any monies allocated for the purpose of this Agreement shall be expended only towards the activities and related expenses outlined therein.
- 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. 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.
- e. All equipment with a purchase price of \$5,000 or more per unit, purchased directly with funds from the cooperator for use solely on this project shall be subject to disposal according to APHIS policy, and shall

be specifically listed in the Work and Financial Plan. Property title/disposal shall be determined when the project (including all continuations and revisions of this agreement) terminates, or when the equipment is otherwise directed to other projects, whichever comes first. If the equipment is sold prior to the project end, the proceeds should be allocated according to APHIS Policy. Continuations and revisions to this agreement shall list any equipment with a purchase price of \$5,000 or more per unit, carried over from a purchase directly with funds from the cooperators for use solely for this project. All other equipment purchased for the program is and remain the property of APHIS-WS.

- f. APHIS-WS will provide overall direction and control of the program.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

The Cooperator agrees to/that:

- a. Designate Scott Wilson, Road Operations Supervisor, Clark County Department of Public Works, 4700 NE 78th Street, Vancouver, WA 98663 (360) 397-6118 ext. 1615 as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement;
- b. 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 Mike Linnell, the WA/AK State Director, 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 federal 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 and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

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 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent any other country, State government or its political subdivisions, local government, university, or college, organization, association, or individual from entering into separate agreements with WS for same or similar activities provided under the terms of this Agreement.

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 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual’s income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 – FAILURE TO PAY FEES

The cooperator is liable for fees assessed for services performed under this agreement, if applicable. APHIS will assess a late payment penalty for failure to pay fees when due. In addition, the overdue fees shall accrue interest as required by 31 U.S.C. 3717.

ARTICLE 13 – AGREEMENT EFFECTIVE DATE

This Agreement shall become effective January 1, 2017, and shall continue to December 31, 2017. Further, this Agreement may be amended or extended at any time by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend at least 30 days prior to expiration of the agreement. It may be terminated by either party upon 60 days notice in writing to the other party.

AUTHORIZATION:

BOARD OF COUNTY COUNCILORS
OF CLARK COUNTY WASHINGTON
Tax Identification Number: 91-6001299



Marc Boldt

Marc Boldt, Chair

Feb 14, 2017
Date

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

Approved as to form only:

By *Christy D. Fow*

Deputy Prosecuting Attorney

State Director, WA/AK

Date

Director, Western Region

Date

WORK PLAN/FINANCIAL PLAN

Cooperator: Clark County Department of Public Works

Contact: Scott Wilson, 360-397-6118 ext. 1626, Road Operations Manager
Scott.Wilson@clark.wa.gov

Cooperative Service Agreement No.: 17-73-53-6487-RA

WBS Code: AP.RA.RX53-73-0361

FMMI Shorthand Code: 7XWSWR5353REIMBURRX53730361

Location: Clark County, WA

Dates: January 1, 2017 – December 31, 2017

In accordance with the Cooperative Service Agreement between the Clark County Department of Public Works 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, 2017 through December 31, 2017.

Program Objective

Clark County Public Works Department has substantial concerns regarding beaver activities which cause extensive damage by flooding and eroding roadways and structures, and impact public health and safety. The program objective is to maintain a program to reduce, minimize, or eliminate damage to roads and road structures caused by beaver activity and other concerns associated with nuisance wildlife.

Plan of Action

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

1. APHIS-WS will assign one Wildlife Specialist on an intermittent as needed basis to the project and will also provide the vehicle and field supplies. The total time for this project will not exceed 480 hours. APHIS-WS will utilize the safest and most effective tools while conducting management activities.
2. Brook Zscheile, the District Supervisor in Poulsbo (360) 337-2778 will supervise this project. This project will be monitored by Mike Linnell, the State Director, Olympia, WA, (360) 753-9884.

3. APHIS-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 laws and applicable State, and local laws and regulations.
4. APHIS-WS will assist Clark County Department of Public Works in obtaining and maintaining the necessary permit from the Washington Department of Fish & Wildlife.
5. Clark County Department of Public Works will be billed quarterly by APHIS-WS only for expenses incurred plus Overhead and Pooled Job Costs. Salaries and benefits are defined as compensation for all hours worked, benefits, differentials, hazardous duty allowances, annual leave, sick leave and awards. Invoices for the period of this Work Plan/Financial Plan cumulatively will not exceed **\$24,804.56**. The financial point of contact for this Work Plan/Financial Plan is Roberta Bushman, Administrative Officer, (360) 753-9884.
6. APHIS-WS will list the location of services (site name, road name, park name, etc.) for the approximate hours worked with the quarterly billing. Clark County Department of Public Works will provide the site location information at the time of request.

FINANCIAL PLAN

For the dispersement of funds from
Clark County Department of Public Works
to
USDA APHIS Wildlife Services
for
Minimizing of damage caused by wildlife
from
1/1/2017 to 12/31/2017

| Cost Element | | | Full Cost |
|---------------------------|--------|----|-----------|
| Personnel Compensation | \$ | | 16,745.11 |
| Vehicles | \$ | | 2,113.00 |
| Supplies and Materials | \$ | | 650.00 |
| Subtotal (Direct Charges) | \$ | | 19,508.11 |
| | | | |
| Pooled Job Costs | 11.00% | \$ | 2,145.89 |
| Indirect Costs | 16.15% | \$ | 3,150.56 |
| Agreement Total | \$ | | 24,804.56 |

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: **\$24,804.56**

Mailing Address:

CLARK COUNTY DEPARTMENT OF PUBLIC WORKS
4700 NE 78TH STREET
VANCOUVER, WA 98663

Billing Address:

Same as Mailing

Public Works Director, County Engineer

Date

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

State Director, WA/AK

Date

Director, Western Region

Date