

**COOPERATIVE SERVICE AGREEMENT**  
**between**  
**WASHINGTON STATE UNIVERSITY - PUYALLUP (COOPERATOR)**  
**and**  
**UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)**  
**WILDLIFE SERVICES (WS)**

**ARTICLE 1 – PURPOSE**

The purpose of this Agreement is to conduct wildlife damage management (WDM) activities to control various nuisance wildlife species including geese and crows in order to reduce human health and safety threats and reduce property damage problems.

**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 species located on WSU properties in Puyallup, 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. Before 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 Andy Bary, Senior Scientific Assistant, WSU – Puyallup, 2606 West Pioneer, Puyallup, WA 98371-4998, (253) 445-4588 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 Roger A. Woodruff, 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 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. 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. APHIS-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 APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal laws and regulations.

#### **ARTICLE 6 – WS CONDITIONS**

For costs borne by APHIS-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 APHIS-WS or 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, and applicable 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 through December 31, 2019. 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, APHIS-WS is relieved of the obligation to continue any operations under this agreement.

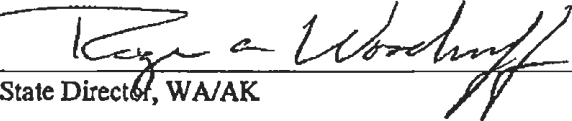
**AUTHORIZATION:**

WASHINGTON STATE UNIVERSITY  
PUYALLUP, WA  
Tax Identification Number: 91-6001108

  
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Christine R. Hoyt  
Contracts Manager  
Washington State University

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

  
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State Director, WA/AK

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Director, Western Region

  
3-12-14  
Date

2-19-14  
Date

\_\_\_\_\_  
Date

## WORK PLAN/FINANCIAL PLAN

**Cooperator:** Washington State University - Puyallup

**Contact:** Andy Bary, Senior Scientific Assistant, Office 253-445-4588  
Fax 253-445-4569, email: [bary@wsu.edu](mailto:bary@wsu.edu)

**Cooperative Service Agreement No.:** 14-73-56-6645-RA

**WBS Code:** AP.RA.RX53-73-0452

**FMMI Shorthand Code:** 4XWSWR5353REIMBURRX53730452

**Location:** Puyallup

**Dates:** January 1, 2014 – December 31, 2014

In accordance with the Cooperative Service Agreement between the Washington State University – Puyallup (WSU) 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, 2014 - December 31, 2014.

### **Program Objective/Goals**

To reduce/alleviate property damage and human health and safety concerns from Canada geese, crows and other nuisance wildlife which includes contamination of research projects. WS will provide a wildlife damage management program which will include technical assistance, population monitoring, and population control (reduction in the number of geese and crows utilizing certain areas).

### **Plan of Action**

1. WS will provide technical assistance upon request, including on-site evaluation of problem areas.
2. WS will conduct a direct control program (egg oiling/addling and lethal control) to reduce damage in designated areas as requested by WSU.
3. Lethal removal of geese will be conducted during the period, March through August 2014. During nesting season, WS will conduct an egg oiling/addling program within the jurisdictional boundaries represented by WSU. During the molt season (middle of June – middle of July), flightless geese will be captured in drive traps and euthanized. During the remainder of the year, WS will provide non-lethal harassment to keep geese from congregating in large numbers. The total agreement will not exceed 80 hours.
4. WS will be responsible for disposal of carcasses.

5. Matt Cleland, District Supervisor in the WS District Office in Poulsbo will supervise this project (360) 337-2778. Roger Woodruff, State Director, Olympia, WA, will monitor this project (360) 753-9884.
6. WSU may cancel this agreement with two weeks written notice to WS. If this is requested, all work will stop at that time and the city will be billed for all work up to that point that has not yet been billed for.
7. WSU will be billed quarterly by WS only for the services rendered, not to exceed \$2,988. Salaries and benefits are defined as compensation for all hours worked, benefits, differentials, hazardous duty allowances, annual leave, sick leave and awards. You will only be billed for expenses incurred. The financial point of contact for this Work Plan/Financial Plan is Roberta Bushman, Administrative Officer (360) 753-9884.

**BUDGET**

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

Salary & Benefits	\$	2,000
Vehicle Fuel		250
Supplies		<u>100</u>
Sub Total		2,350
Pooled Job Cost		258
APHIS Overhead		<u>380</u>
<b>TOTAL</b>		<b><u>\$ 2,988</u></b>



Washington State University - Puyallup  
 2606 W Pioneer  
 Puyallup, WA 98371-4998

*Christine R. Hoyt*

Christine R. Hoyt  
 Contracts Manager  
 Washington State University

3-12-14  
 Date

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

*Roger Woodruff*  
 State Director, WA/AK

2-19-14  
 Date

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

\_\_\_\_\_  
 Date