

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 12-5-2016
Item No.: 14.d

Department Approval

City Manager Approval



Item Description: Authorize Cooperative Service Agreement with the United States Department of Agriculture for the Purpose of Deer Reduction

BACKGROUND

After much Community, City Council and Parks and Recreation Commission discussion, on October 24, 2016 the City Council authorized a deer reduction effort to be conducted by sharpshooters from the United States Department of Agriculture. The exact dates are yet to be finalized, but it is expected to occur sometime between January and March of 2017.

Attached is a standard Cooperative Service Agreement between the City of Roseville and the United States Department of Agriculture. It has been reviewed and approved by the City Attorney.

The locations that are expected for reduction efforts include; Central Park East, Ladyslipper Park, Owasso Hills Park and the Roseville Leaf Compost Site.

POLICY OBJECTIVE

This effort is consistent with addressing resident's concerns and desires and with the City Wildlife Management Ordinance.

FINANCIAL IMPACTS

The cost for reducing the Roseville deer herd by up to 20 is anticipated to be \$6,751.12.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the attached Cooperative Service Agreement with the United States Department of Agriculture and all other necessary documents to perform the Wildlife Management Services in Roseville, all with final City Attorney approval.

COUNCIL ACTION REQUESTED

Motion authorizing the Mayor and City Manager to execute the attached Cooperative Service Agreement with the United States Department of Agriculture and all other necessary documents to perform the deer reduction services in Roseville, with final City Attorney approval.

Prepared by: Lonnie Brokke, Director
Attachments: A: Cooperative Service Agreement

WS-ER (6/14)

Agreement No.: 17 7227 8089 RA
WBS: AP.RA.RX27.72.0117

COOPERATIVE SERVICE AGREEMENT
between
CITY OF ROSEVILLE, MN
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to cooperate in a wildlife damage management project as described in the attached Work Plan.

ARTICLE 2

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 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and City of Roseville mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

City of Roseville: Lonnie Brokke, Parks and Recreation Director
City of Roseville, MN
2660 Civic Center Drive
Roseville, MN 55113
651-792-7101

APHIS-WS: Gary Nohrenberg
State Director
USDA, APHIS, WS
644 Bayfield St., Ste. 215
St. Paul, MN 55107
651-224-6027

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be the City Manager, Police Chief, Parks and Recreation Director or his/her designees, the Ramsey County Sheriff's Department and/or local Law Enforcement, and the WS State Director or his/her designee, and/or those additional persons authorized and approved by the City of Roseville, and the WS State Director.
3. APHIS-WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

City of Roseville agrees:

1. To authorize APHIS-WS to conduct direct control activities to reduce human health and safety risks and property damage associated with white-tailed deer. These activities are defined in the Work Plan (Attachment A). APHIS-WS will be considered an invitee on the lands/property controlled by the City of Roseville. The City will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS-WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). The City of Roseville will begin processing for payment invoices submitted by APHIS-WS within 30 days of receipt. The City of Roseville ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS-WS the City of Roseville authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS-WS shall be responsible for administration and supervision of the program.
6. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.
7. To coordinate with APHIS-WS before responding to all media requests.

8. To obtain the appropriate permits for removal activities for white-tailed deer and other nuisance or damaging wildlife species as needed and to list USDA, APHIS, Wildlife Services as subpermittees.
9. To coordinate with Wildlife Services for the removal and/or disposal of wildlife species removed.

ARTICLE 5

APHIS-WS Agrees:

1. To conduct activities for the City of Roseville as described in the Work and Financial Plan of this agreement.
2. To designate to the City of Roseville the authorized APHIS-WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Cooperative Service Agreement.
3. To bill the City of Roseville quarterly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. APHIS-WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and the City of Roseville shall have the right to inspect and audit such records.
4. To coordinate with the City of Roseville before responding to all media requests.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7

APHIS-WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 8

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

Nothing in this Agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 10

The City of Roseville certifies that APHIS-WS has advised the City that there may be private sector service providers available to provide wildlife management services that the City is seeking from APHIS-WS.

ARTICLE 11

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 federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the City of Roseville does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

Agreement No.: 17 7227 8089 RA
WBS: AP.RA.RX27.72.0117

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

Roseville Federal Taxpayer Identification Number (TIN) _____

CITY OF ROSEVILLE, MN

BY: _____ Date _____
_____, Mayor
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

BY: _____ Date _____
_____, City Manager
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

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

BY: _____ Date _____
Gary Nohrenberg
State Director, MN
USDA, APHIS, WS
644 Bayfield St.
Suite 215
St. Paul, MN 55107

ATTACHMENT A WORK PLAN

INTRODUCTION

The U.S. Department of Agriculture (USDA) is authorized to protect property, human health and safety, agriculture and natural resources from damage caused by wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies, private organizations, and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or “Integrated Pest Management”) in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

PURPOSE

The City of Roseville, MN has requested assistance from Wildlife Services in managing nuisance and damaging wildlife species within the City of Roseville.

PLANNED WILDLIFE SERVICES ACTIVITIES

WS personnel will remove deer from City-designated control areas and on private property where written permission has been obtained using suppressed firearms equipped with night vision or thermal imaging scopes. Spotlights may also be used while conducting control activities. Safe shooting zones and safe back-drops will be established for all control areas. WS will prioritize public safety during all control operations and utilize a minimum of 2 WS personnel when conducting deer control work. Most deer control activities will be conducted at dusk/night. All control activities will be coordinated with the Parks and Recreation Director Lonnie Brokke, or a designee(s). WS personnel will advise local law enforcement and the appropriate local Minnesota Department of Natural Resources Conservation officer when firearm related wildlife control work is being conducted.

Under this agreement, WS will provide up to 8 scouting/bait site maintenance visits and up to 4 visits to conduct white-tailed deer control activities. The number of site visits provided may be altered to ensure that funding expenditures do not exceed the amount established in the Financial Plan (Attachment B) of this document.

WS will use generally accepted wildlife damage management tools, equipment and techniques to conduct all removal activities under this agreement.

EFFECTIVE DATES

This cooperative agreement shall become effective on December 6, 2016 and shall expire on September 30, 2017.

**ATTACHMENT B
FINANCIAL PLAN**

City of Roseville, MN 125 white-tailed deer and nuisance wildlife control project

Personnel Costs	\$ 4,298.37
Vehicle Fuel.....	\$ 211.20
Supplies.....	<u>\$ 800.00</u>
 Sub-Total (Direct Costs)	 \$ 5,309.57
 Pooled Job Costs.....	 \$ 584.05
 Indirect Costs.....	 <u>\$ 857.50</u>
 TOTAL	 <u>\$ 6,751.12</u>

The distribution of the budget from this Financial Plan may vary as necessary, but may not exceed \$6,751.12.

Financial Point of Contact

City of Roseville: Lonnie Brokke

Phone: 651-792-7101

APHIS-WS: Connie Timm

Phone: 218-327-3350