

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

ARTICLE 1 – PURPOSE

The purpose of this Cooperative Service Agreement is to conduct wildlife damage management (WDM) activities to reduce human health and safety threats and extensive damage due to flooding and eroding roadways and/or road structures by aquatic mammals and other nuisance wildlife.

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, 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 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services 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.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. All equipment with a purchase price of \$5,000 or more per unit, purchased directly with funds from the cooperator for use on this project shall be subject to disposal according to APHIS policy, and shall be specifically listed in the attached work plan and financial plan. Property title/disposal shall be determined when this 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 cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.

4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;

Mike Lowman, Road Operations Manager

Public Works

9605 Tilley Road S Ste C

(360) 867-2350

mike.lowman@co.thurston.wa.us

2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan 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 services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. 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.
6. 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.

7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

Mike Linnell
State Director, Washington/Alaska
720 O’Leary Street NW Olympia, WA 98502
(360) 753-9884
Mike.A.Linnell@usda.gov

2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That 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.
4. To invoice Cooperator monthly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. 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 law and regulations. Bill shall be submitted to pwap@co.thurston.wa.us

ARTICLE 6 – CONTINGENCY STATEMENT

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 – NON-EXCLUSIVE SERVICE CLAUSE

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 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 – 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-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

APHIS-WS assumes no liability for any actions or activities conducted under this 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 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 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on ^{October 1,}~~August 3,~~ 2023 and shall continue through September 30, 2028, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. 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 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

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.

Cooperator's Tax ID No.: 91-6001375
APHIS-WS's Tax ID: 41-0696271

THURSTON COUNTY PUBLIC WORKS



Jennifer D. Walker, PMP

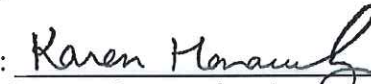
THURSTON COUNTY DEPARTMENT OF PUBLIC WORKS

9605 Tilley Road S Ste C

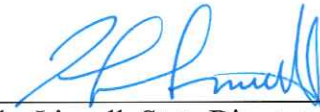
Olympia WA 98512-9140

10/20/2023
Date

Approved as to form only:


Deputy Prosecuting Attorney

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

for 

Mike Linnell, State Director, Washington/Alaska

USDA, APHIS, WS

720 O'Leary Street NW Olympia, WA 98502

10/23/2023
Date


Acting Director, Western Region

11/1/2023
Date

Prepared by (APHIS-WS employee): Brook Zscheile and Michelle Rodriguez

WORK PLAN/FINANCIAL PLAN

Cooperator: Thurston County Department of Public Works

Contact: Trevin Taylor, Sr. Environmental Coordinator Engineering Services,
trevin.taylor@co.thurston.wa.us (360) 867-2328 Office (350) 545-7422 Cell

Financial POC: Karen Weiss karen.weiss@co.thurston.wa.us

Cooperative Service Agreement No.: ²⁴23-7353-7402-RA

WBS Code: AP.RA.RX53.73.0584

Location: Thurston County, WA

Dates: ^{October 1,} August 3, 2023 – September 30, 2024

In accordance with the Cooperative Service Agreement ²⁴23-7353-7402-RA (⁴2023 signature year) between the Thurston 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 ^{October 1,} August 3, 2023 – September 30, 2024.

Program Objective

Thurston County Public Works Department has substantial concerns regarding aquatic mammal 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 aquatic mammal 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 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, 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 Thurston County Department of Public Works in obtaining and maintaining the necessary permit from the Washington Department of Fish & Wildlife.
5. Thurston County Department of Public Works will be billed monthly by APHIS-WS only for expenses shown in the Financial Plan and will not exceed the Agreement Total. Personnel Compensation is defined as salary for all hours worked, benefits, differentials, hazardous duty allowances, annual leave, sick leave and awards. The financial point of contact for this Work Plan/Financial Plan is Michelle Rodriguez, Budget Analyst, (360) 742-5496.
6. APHIS-WS will list the location of services (site name, road name, park name etc.) for the approximate hours worked with the monthly billing. Thurston County Department of Public Works will provide the site location information at the time of request.

FINANCIAL PLAN

For the disbursement of funds from
Thurston County Department of Public Works

to

USDA APHIS Wildlife Services

for

Minimizing of damage caused by wildlife

from

^{10/1/}
~~8/3/2023~~ to 9/30/2024

Cost Element		Full Cost
Personnel Compensation	\$	18,480.00
Vehicles	\$	2,130.00
Supplies and Materials	\$	550.00
Subtotal (Direct Charges)	\$	21,160.00
Pooled Job Costs	11.00%	\$ 2,327.60
Indirect Costs	16.15%	\$ 3,417.34
Agreement Total	\$	26,904.94

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: **\$26,904.94**

Mailing Address:	Billing Address:
THURSTON COUNTY DEPARTMENT OF PUBLIC WORKS	Same as Mailing
9605 Tilley Road S Ste C	Financial POC: Karen Weiss karen.weiss@co.thurston.wa.us
Olympia WA 98512-9140	Tax ID: 91-6001375


Jennifer D Walker, PMP


10/20/2023
Date

Approved as to form only: 
Deputy Prosecuting Attorney

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

for 
Mike Linnell, State Director, Washington/Alaska

10/23/2023
Date


Acting Director, Western Region

11/1/2023
Date