

WS-ER (7/17)

Agreement No.: 18-7255-5363
WBS: AP.RA.RX55.72.2903

COOPERATIVE SERVICE AGREEMENT
between
LA CROSSE POLICE PARKING UTILITY
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 facilitate APHIS-WS providing the La Crosse Police Parking Utility with management of Rock Doves (a.k.a. Pigeons) to reduce their overabundance and human health and safety concerns within the City of La Crosse, Wisconsin.

ARTICLE 2

APHIS-WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 USCA 8351-7 USCA 8352) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 USCA 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

APHIS-WS and the La Crosse Police Parking Utility mutually agree:

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

La Crosse Police Parking Utility:
Robert Abraham
Asst. Chief of Police
La Crosse Police Department
400 La Crosse Street
La Crosse, WI 54601
608-789-7203

APHIS-WS:
Daniel L. Hirschert
State Director
USDA, APHIS, Wildlife Services
732 Lois Drive
Sun Prairie, WI 53590

(608) 837-2727
(608) 837-6754 (fax)

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 La Crosse Assistant Chief of Police or his/her designee, the State Director (WS) and District Supervisor, or their designee, and/or those additional persons authorized and approved by the La Crosse Assistant Chief of Police and the 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

The La Crosse Police Parking Utility agrees:

1. To authorize APHIS-WS to conduct activities for the completion of the requested Pigeon management project. These activities are defined in detail in the attached Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the La Crosse Police Parking Utility. The La Crosse Police Parking Utility will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
2. To reimburse up to **\$23,201** as specified in the attached Financial Plan (Attachment B) upon completion of this Cooperative Service Agreement for 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 La Crosse Police Parking Utility shall have the right to inspect and audit such records. The La Crosse Police Parking Utility 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 La Crosse Police Parking Utility authorized individual whose responsibility shall be the coordination and administration of the La Crosse Police Parking Utility activities conducted pursuant to this Agreement.
4. APHIS-WS shall be responsible for administration and supervision of the program.
5. All equipment purchased for the program is and will remain the property of APHIS-WS. 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.
6. To coordinate with APHIS-WS before responding to all media requests related to the project.

7. If required, to provide APHIS-WS personnel with badges/identification for travel in restricted areas.
8. 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.
9. Obtain all necessary Federal and State permits for take of migratory birds and list APHIS-WS personnel as designees. APHIS-WS will assist the La Crosse Police Parking Utility with the permit process.

ARTICLE 5

APHIS-WS Agrees:

1. To conduct activities within the City of La Crosse as described in the attached Work Plan and Financial Plan, and to provide all resources necessary for accomplishment of the program (except those items the La Crosse Police Parking Utility agrees to provide as specified in Article 4), including personnel, equipment, supplies, and other support materials.
2. Designate to the La Crosse Police Parking Utility the authorized APHIS-WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To make all local law enforcement and Department of Natural Resources contacts as to planned activities for the project.
4. To consult with the La Crosse Police Parking Utility prior to issuing any news release, advertisement, or literature of any kind or permitting the issuance of any news release, advertisement, or literature of any kind which refers to the La Crosse Police Parking Utility or the services performed under this Agreement. APHIS-WS shall not issue any such release, advertisement, or literature without the express prior written approval of the La Crosse Assistant Chief of Police or his/her designee.
5. The La Crosse Police Parking Utility shall have the right to use or permit the use of all estimates, reports, records, data, charts, documents, models, designs, renderings, drawings, specifications, computations and other papers of any type whatsoever, whether in the form of writing, figures, or delineations, or any ideas or methods represented by them, which are prepared or compiled in connection with this Agreement, for any purpose and at any time without other compensation than that specifically provided herein.

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 upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS funds for a finite period under a Continuing Resolution.

ARTICLE 7

APHIS 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 there from.

ARTICLE 9

All activities will be conducted in accordance with all applicable Federal, State and local laws, rules, and regulations. 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 La Crosse Police Parking Utility certifies that APHIS-WS has advised the La Crosse Police Parking Utility that there may be private sector service providers available to provide wildlife management services that the La Crosse Police Parking Utility 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. The length of notice for unilateral termination may be longer or shorter if necessary. Further, in the event the La Crosse Police Parking Utility 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.

La Crosse Police Parking Utility Taxpayer Identification Number (TIN): 39-6005490

La Crosse Police Parking Utility:

BY: _____ Date _____
Robert Abraham
Asst. Chief of Police
La Crosse Police Department
400 La Crosse Street
La Crosse, WI 54601

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

APHIS-WS Taxpayer Identification Number (TIN): 41-0696271

BY: _____ Date _____
Daniel L. Hirschert, State Director
USDA, APHIS, WS
732 Lois Drive
Sun Prairie, WI 53590

BY: _____ Date _____
Janet Bucknall
Director, Eastern Region
USDA, APHIS, WS
920 Main Campus Drive; Suite 200
Raleigh, NC 27606

ATTACHMENT A WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA), Wildlife Services (WS) program has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 USCA 8351-7 USCA 8352) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 USCA 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.

The 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

Rock Doves (a.k.a., Pigeons) pose unacceptable negative impacts to human health and safety and property within the city limits of La Crosse, Wisconsin due an overabundance of pigeons causing the potential for disease transmission and fecal contamination and buildup on property and buildings within the city.

Results or Benefits Expected

APHIS-WS will provide the La Crosse Police Parking Utility with a pigeon management program within the City of La Crosse, WI from January – December. If longer time periods or additional visits are requested, the Financial Plan of this agreement may need to be amended. Results may not be realized immediately due to the large number of pigeons within the city. The La Crosse Police Parking Utility understands that APHIS-WS will do everything possible to reduce the pigeon population in the city; however, it may take several years before the number of birds is reduced to a noticeable level. Access to properties where pigeons roost, nest, and feed is critical to population reduction. If access is limited, population reduction to a manageable and noticeable level may not be possible.

Planned USDA, APHIS, Wildlife Services Activities

APHIS-WS will reduce the pigeon population with multiple methods, including: firearms, live-trapping, pesticide applications, and rocket/cannon nets. Pigeons are a non-native, invasive species in the United States and are not protected by any Federal laws. However, pesticide use does require authorization from the Wisconsin Department of Natural

Resources with a Repel and Destroy Wild Birds permit. APHIS-WS will dispose of pigeons in accordance with federal and state requirements. APHIS-WS will comply with all necessary recordkeeping requirements, including compliance with the National Environmental Policy Act. APHIS-WS will coordinate pigeon management with the Assistant Police Chief or their designee. Dates of pigeon management will occur from January 1 – December 31, 2018, or as agreed. APHIS-WS will notify the Assistant Police Chief or their designee prior to each management action.

Pigeons may be managed with a lethal pesticide application using Compound DRC-1339 (EPA #56228-28). Bait will be supplied by APHIS-WS for application by the La Crosse Police Parking Utility representative to habituate pigeons to the feed (enticement). Once pigeons are consuming the bait on a regular basis, APHIS-WS will pre-bait the day prior to the pesticide application, and will apply the pesticide-treated bait according to label instructions. The pesticide-treated bait will only be applied for a one (1) day period and all remaining pesticide-treated bait will be removed on the same day of application.

Live trapping and shooting may also be conducted to reduce the pigeon population. Use of firearms will be coordinated with the Assistant Police Chief or their designee. Areas where firearms will be used may need to be closed to the public and/or conducted during late night time periods to reduce exposure of these methods to the general public.

Reports

APHIS-WS will prepare a final report which will include a summary of pigeon management activities conducted under this Cooperative Service Agreement.

Effective Dates

The cooperative agreement shall be effective from January 1 – December 31, 2018.

**ATTACHMENT B
FINANCIAL PLAN**

| | |
|-------------------------------|-----------------|
| Personnel Costs | \$15,332 |
| Vehicle Use | \$ 1,000 |
| Travel | \$ 1,230 |
| Supplies | \$ 370 |
| Equipment | <u>\$ 315</u> |
| Subtotal (Direct Costs) | \$ 18,247 |
| | |
| Pooled Job Costs | \$ 2,007 |
| Indirect Costs | <u>\$ 2,947</u> |
| TOTAL | \$ 23,201 |

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **\$23,201**.

Financial Point of Contact

La Crosse Police Parking Utility:

Robert Abraham, Assistant Police Chief, City of La Crosse (608) 789-7203

APHIS, WS:

Donna Evans, Budget Analyst (608) 837-2727