

WS-ER (6/14)

Agreement No.: 16 7226 5217 RA  
WBS Element: AP. RA. R226. 72. 0080

**COOPERATIVE SERVICE AGREEMENT**  
between  
**THE CITY OF ANN ARBOR, MICHIGAN**  
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 allow for reimbursement of funds expended by APHIS WS program while assisting the CITY OF ANN ARBOR with initiating the CITY OF ANN ARBOR'S Deer Management Program as detailed in the attached work plan and financial 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 ANN ARBOR mutually agree:

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

CITY OF ANN ARBOR:  
301 E. Huron St.  
Ann Arbor, Michigan 48104  
Attn.: Dave Borneman, Manager  
Natural Area Preservation

APHIS WS: Anthony Duffiney, State Director  
USDA, APHIS, WS  
2803 Jolly Road, Suite 100  
Okemos, MI 48864

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 CITY OF ANN ARBOR Community Services Area Administrator or his/her designee and the Manager , Natural Area Preservation Unit, the State Director or his/her designee, and/or those additional persons authorized and approved by the CITY OF ANN ARBOR Community Services Area Administrator, 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

CITY OF ANN ARBOR agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with the urban deer population on City-owned parkland within the geographic boundaries of Wards 1 and 2 of the City of Ann Arbor. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by CITY OF ANN ARBOR. CITY OF ANN ARBOR 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). CITY OF ANN ARBOR will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. The CITY OF ANN ARBOR 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 ANN ARBOR 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 deer and list USDA, APHIS, Wildlife Services as subpermittees.
9. To provide an indoor working space to complete necessary paperwork.

#### **ARTICLE 5**

APHIS WS Agrees:

1. To conduct activities at CITY OF ANN ARBOR as described in the Work and Financial Plans.
2. Designate to CITY OF ANN ARBOR the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill CITY OF ANN ARBOR 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 CITY OF ANN ARBOR shall have the right to inspect and audit such records.
4. To coordinate with CITY OF ANN ARBOR 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**

CITY OF ANN ARBOR certifies that APHIS WS has advised the CITY OF ANN ARBOR that there may be private sector service providers available to provide wildlife management services that the CITY OF ANN ARBOR 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 ANN ARBOR 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.

CITY OF ANN ARBOR Taxpayer Identification Number (TIN) 38-6004534

**CITY OF ANN ARBOR:**

BY:  11/12/15  
Christopher Taylor, Mayor Date

BY:  11/12/15  
Jacqueline Beaudry, City Clerk Date

City Hall  
301 E. Huron St.  
Ann Arbor, MI 48104

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

BY:  11/18/15  
Charles S. Brown Date

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) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for APHIS 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

To assist the CITY OF ANN ARBOR with meeting the objectives of their Deer Management Plan in order to reduce deer-human negative interactions and support biological diversity in natural areas by not placing one species above another.

On August 17, 2015, the City Council of the CITY OF ANN ARBOR approved the establishment of a deer management program for the next four (4) years, beginning in the winter of 2016. The approved program authorizes the utilization of both lethal and nonlethal deer management methods. This Cooperative Service Agreement will assist the CITY OF ANN ARBOR specifically with a cull of not more than one hundred (100) deer on CITY OF ANN ARBOR property with noise-suppressed firearms using trained APHIS WS personnel.

### Planned APHIS WS Activities

This Work Plan is contingent upon the approval of this Cooperative Service Agreement, review of the Work Plan and approval and issuance of a permit by the Michigan Department of Natural Resources (MDNR), and the passage of a moratorium by the City Council of the CITY OF ANN ARBOR of ordinances regulating the discharge of firearms on City property.

Through the implementation of management measures described below, APHIS WS will assist the CITY OF ANN ARBOR with the sharpshooting portion of their Deer

Management Program. These objectives are to help reduce damage and health and public safety threats caused by the expanding deer population in the CITY OF ANN ARBOR.

APHIS WS employees will be used with the sharpshooting portion of the Deer Management Program of the CITY OF ANN ARBOR. APHIS WS will coordinate with the CITY OF ANN ARBOR project manager to locate bait sites and shooting zones on and within City-owned property within Wards 1 and 2 of the CITY OF ANN ARBOR (Designated Areas). APHIS WS will conduct the cull within the Designated Areas using rifles equipped with noise-suppression devices. APHIS WS will collect and transport whole carcasses to a predetermined facility. APHIS WS will take appropriate actions to correct any site cleanup as a result of the removal of the deer (i.e. blood, or other remnants).

All deer cull activities will be conducted with precision, accuracy and safety as top priorities.

Compliance with all MDNR special permit requirements, including but not limited to: (a) coordinating the processing with a 3<sup>rd</sup> party entity approved by the CITY OF ANN ARBOR and the donation of the venison to a local food bank(s).

It is anticipated that APHIS WS removal activities will be conducted during the hours of 4PM to 7 AM, for up to forty (40) nights between January 1, 2016 and March 31, 2016 subject to weather conditions. All removal activities to be completed no later than April 1, 2016 in accordance with the issued MDNR permit.

APHIS WS will prepare and provide the CITY OF ANN ARBOR with an after-action report identifying the number of deer culled, target location specifics for the individual deer shot (location), and any other information requested or required by the MDNR or the CITY OF ANN ARBOR.

CITY OF ANN ARBOR will be responsible for the following:

Obtaining all necessary permits and other authorizations from the MDNR naming APHIS WS as subpermittee.

Obtaining any required consents from 3<sup>rd</sup> parties in connection removal activities within Designated Areas. The City's Deer Management Program does not include culling deer on private property.

Provide a Project Manager during all phases of the Project.

Effective Dates

The agreement shall become effective on December 1, 2015 and shall expire on June 30, 2016, unless otherwise extended by mutual consent of the parties.

**ATTACHMENT B  
FINANCIAL PLAN**

Personnel Costs.....	\$26,526.54
Supplies .....	\$ 1,000.00
Subtotal (Direct Costs).....	\$27,526.54
Pooled Job Costs.....	\$ 3,027.92
Indirect Costs .....	\$ 4,445.54
TOTAL .....	\$35,000.00

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$35,000.00.

Financial Point of Contact

CITY OF ANN ARBOR: Dave Borneman (dborneman@a2gov.org) 734-794-6627 x43473  
<Name to call for billing questions>      Phone

APHIS WS: ████████████████████@aphis.usda.gov      517-336-1928 ext. █████  
<Budget Personnel Name>      Phone