

RESOLUTION NO. _____, 2021

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING
THE EXECUTION OF A COOPERATIVE SERVICE AGREEMENT WITH THE
U.S. DEPARTMENT OF AGRICULTURE, ANIMAL AND PLANT HEALTH
INSPECTION SERVICE/WILDLIFE SERVICES TO UNDERTAKE A
WILDLIFE MANAGEMENT PROGRAM IN SALT LAKE COUNTY.

WITNESSETH

WHEREAS, the Parties are local governmental units and “public agencies” that are therefore authorized by the Utah Interlocal Cooperation Act, Section 11-13-101, *et seq.*, Utah Code Annotated (the “Interlocal Act”), to enter into agreements with each other for joint and cooperative action to make the most efficient use of their powers on a basis of mutual advantage; and

WHEREAS, County desires to create an ongoing, regional wildlife management program in the greater Salt Lake County metropolitan area; and

WHEREAS, the program will assist residents with damages associated with raccoons and skunks, and will prevent the spread of wildlife diseases involving these species; and

WHEREAS, the U.S. Department of Agriculture desires to participate in the program by providing a simple low cost, low maintenance system of handling nuisance and damage related issues associated with raccoons and skunks within Salt Lake County; and

WHEREAS, it has been determined that the best interests of the County and the general public will be served by the execution of the attached Cooperative Service Agreement and by participating as required therein.

RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the County Council:

1. That the Interlocal Agreement between Salt Lake County and U.S. Department of Agriculture is approved, in substantially the form attached hereto as ATTACHMENT A,

and that the Salt Lake County Mayor is authorized to execute the same.

2. That the Interlocal Agreement will become effective as stated in the Interlocal Agreement.

APPROVED AND ADOPTED in Salt Lake City, Salt Lake County, Utah this _____ day of _____ 2021.

Steve DeBry, Chairperson

ATTEST

Sherrie Swenson
Salt Lake County Clerk

APPROVED AS TO FORM

Ryan W. Lambert

Ryan W. Lambert
Deputy District Attorney
February 24, 2021

Voting:

Council Member Alvord	_____
Council Member Bradley	_____
Council Member Bradshaw	_____
Council Member DeBry	_____
Council Member Granato	_____
Council Member Newton	_____
Council Member Stringham	_____
Council Member Snelgrove	_____
Council Member Theodroe	_____

ATTACHMENT A

**INTERLOCAL AGREEMENT BETWEEN SALT LAKE COUNTY AND U.S.
DEPARTMENT OF AGRICULTURE, ANIMAL AND PLANT HEALTH
INSPECTION SERVICE/WILDLIFE SERVICES TO UNDERTAKE A
WILDLIFE MANAGEMENT PROGRAM IN SALT LAKE COUNTY.**

COOPERATIVE SERVICE AGREEMENT
between
SALT LAKE COUNTY
DIVISION OF ANIMAL SERVICES (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 assist property owners/residents in the participating jurisdictions of Salt Lake County with damages associated with raccoons and skunks, and to prevent the spread of wildlife disease involving these two species.

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. 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 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.
5. Develop a mutually agreed upon Work Plan/Financial Plan which are incorporated into this Agreement by reference. It is understood and agreed that any monies allocated for the purpose of this Agreement shall be expended only towards the activities and related expenses outlined therein.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following Talia Butler, Director of Salt Lake County Animal Services, 385-468-6031 as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;

Project Oversight will be provided by:

Salt Lake County Division of Animal Services
Rachel Rigdon
511 W 3900 S
Salt Lake City, UT 84123
385-468-6014

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.
8. Provide disposal at the Salt Lake County Landfill, free of charge, for all skunks and raccoons collected as part of this project.

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;

Chad Heuser, State Director
1860 W Alexander St., Ste. A
801-975-3317

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 quarterly 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.
5. APHIS-WS will provide overall direction and control of the program:
 - a. APHIS-WS will provide a local telephone number and voicemail service, which the residents in the designated areas can call for service.
 - b. APHIS-WS will provide a Wildlife Specialist who will work out of the APHIS-WS State Office in Salt Lake City to assist the residents in the participating jurisdictions with damages associated with raccoons and skunks.
 - c. APHIS-WS will remove the animal and dispose of it in accordance with Utah State law and the American Veterinary Medical Association (AVMA) guidelines.
 - d. APHIS-WS will be responsible for procuring and maintaining any necessary wildlife permits, e.g. Utah Certificate of Registration, related to this agreement.

- e. Technical expertise will also be provided for a variety of other wildlife damage problems.
- f. APHIS-WS will also provide vehicles and field supplies for this Federal position.
- g. As this is a Federal position, the service will not be available on weekends or Federal holidays.
- h. 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 the Agreement.

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 January 1, 2021 and shall continue through December 31, 2025; 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 90 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.: _____
APHIS-WS's Tax ID: 41-0696271

Cooperator:

_____ Salt Lake County Mayor Jennie Wilson or Designee	_____ Date
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12/22/2020

_____ Ryan Lambert, Salt Lake County Civil Attorney	_____ Date
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_____ Talia Butler, Salt County Director of Animal Services	_____ Date
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**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

_____ Chad Heuser, State Director or Designee USDA, APHIS, WS Utah State	_____ Date
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_____ Keith Wehner, Western Region Director	_____ Date
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ANNUAL WORK PLAN/FINANCIAL PLAN FY2021

Cooperator: Salt Lake County Animal Services

Contact: Talia Butler, 385-468-6031

Cooperative Service Agreement Number: 21-7349-6758-RA

WBS Element: AP.RA.RX49.73.0018

Location: Salt Lake County, Utah

Dates: January 1, 2021 – December 31, 2021

In accordance with the Cooperative Service Agreement between the Salt Lake County Animal Services 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 this project during the period of this agreement, January 1, 2021 – December 31, 2021.

Program Objective

Wildlife Services' objective is to provide a simple low cost, low maintenance system of handling nuisance and damage related issues associated with raccoons and skunks in the County of Salt Lake. Any property owner/resident who resides in the participating jurisdictions, that has problems with either a skunk or raccoon can purchase a live/cage trap (at their own expense) and trap the animal or animals. WS will provide a local phone number and voicemail service which the property owner/resident can call for service and WS will remove the animal and dispose of it in accordance with Utah State law and the American Veterinary Medical Association (AVMA) guidelines. WS will also provide guidance and assistance to the property owner/residents who want to try and stop the damages or problems but who may not want the animal(s) euthanized. WS will not pick up dead animals, including animals hit by vehicles.

The specific goal of the program is to assist property owners/residents who reside in the participating jurisdictions with damage and nuisance issues associated with raccoons and skunks.

Plan of Action

The objectives of the wildlife control activities will be accomplished in the following manner:

1. APHIS-WS will provide a Wildlife Specialist who will be working out of the APHIS-WS State Office in Salt Lake City to assist property owners/residents in the participating jurisdictions with damages associated with raccoons and skunks. Technical expertise will also be provided for a variety of other wildlife damage problems. WS will provide a vehicle and field supplies for this Federal position. As this is a federal position, the service will not be available on weekends or federal holidays.
2. Damage control will be conducted through live cage trapping, which follows Salt Lake

County's trapping ordinances and will be conducted by the property owner/resident. WS will manage the transfer, euthanization, and disposal of the animals.

3. Animals will be disposed of at the Salt Lake County Landfill without charge, per pre-arrangement with Salt Lake County by the Salt Lake County Animal Services.

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$64,483.00
Travel		\$0.00
Vehicles		\$6,104.00
Other Services		\$0.00
Supplies and Materials		
Equipment		
Subtotal (Direct Charges)		\$72,937.00
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	\$8,023.00
Indirect Costs	16.15%	\$11,779.00
Agreement Total		\$92,739.00
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$92,739.00		

Signatures:

SALT LAKE COUNTY ANIMAL SERVICES

Talia Butler
Director Salt Lake County Animal Date

Jennie Wilson or Designee
Mayor, Salt Lake County Date

USDA ANIMAL and PLANT HEALTH INSPECTION SERVICE WILDLIFE SERVICES

Chad Heuser
Utah State Director Date

Keith Wehner
Western Region Director Date

FINANCIAL POINT OF CONTACT/BILLING ADDRESS:

Cooperator -
Name:
Address:
Phone Number:
Email:

APHIS-WS State Office
Name: Diana Dilsaver
Address: 1860 W. Alexander St., Ste. A
Phone Number: 801-975-3318
Email: Diana.D.Dilsaver@usda.gov

Approved as to form

Ryan W. Lambert
2/24/2021
Dep. District Attorney
Salt Lake County