

RESOLUTION NO.: 122 -2022
INTRODUCED BY: Lentine LEWIS

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE SERVICE AGREEMENT FOR WHITE-TAILED DEER MANAGEMENT SERVICES WITH THE UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE-WILDLIFE SERVICES ("APHIS-WS").

WHEREAS, it has been recommended by the Mayor, the Chief of Police, and this Council's Safety Committee that the City contract with APHIS-WS for white-tailed deer management services as proposed by APHIS-WS for the total cost of \$60,582.00, as set forth in the Financial Plan submitted to the City, which services will further the public health, safety and welfare;

NOW, THEREFORE, Be It Resolved by the Council of the City of Richmond Heights, State of Ohio, that:

Section 1: The Mayor is authorized to enter into an agreement with APHIS-WS for white-tailed deer management services in a form substantially as set forth in Exhibit A, attached hereto and incorporated herein, for a term beginning October 1, 2022 through September 30, 2023, in an amount not to exceed the cost of \$60,582.00.

Section 2: The Director of Finance is authorized and directed to appropriate to a proper account the amount necessary for the agreement authorized in Section 1 of this Resolution.

Section 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: September 13, 2022

APPROVED: September 13, 2022

Kim A. Thomas, Mayor

ATTEST: Betsy Traben

Betsy Traben
Clerk of Council

Bobby Jordan
President of Council

EXHIBIT A

(7/2019 version)

WS Agreement Number: 23-7239-5588-RA
Accounting Code: 23XCVSER3939REIMBRX39720039
WBS: AP.RA.RX39.72.0039

COOPERATIVE SERVICE AGREEMENT
between
CITY OF RICHMOND HEIGHTS (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 allow for reimbursement of funds expended by the APHIS-WS program while assisting the Cooperator with their White-tailed Deer Management Plan as detailed in the attached work plan and financial plan.

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.

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;

COOPERATOR:

Thomas M. Wetzel, Chief of Police
City of Richmond Heights
27201 Highland Road
Richmond Heights, OH 44143
Phone: 216-486-1234
Email: police.chief@richmondheightsohio.org

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 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. To obtain the appropriate permits for removal activities for species listed in the Work Plan and list USDA, APHIS, Wildlife Services as subpermittees if applicable.
9. The Cooperator will not be connected to the USDA APHIS computer network(s).

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.

USDA/APHIS/WS:
 Andrew J. Montoney, State Director
 USDA, APHIS, WS
 4469 Professional Parkway
 Groveport, Ohio 43125
 Phone: (614) 993-3444
 Email: Andrew.j.montoney@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 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.

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 10/1/2022 and shall continue through 9/30/2023. 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.: 34-0928475
APHIS-WS's Tax ID: 41-0696271

Cooperator:

Mayor Kim Thomas
City of Richmond Heights
26789 Highland Road
Richmond Heights, OH 44143
Phone: 216-486-2474

Date

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

Andrew J. Montoney, State Director
USDA, APHIS, WS
4469 Professional Parkway
Groveport, Ohio 43125
Phone: (614) 993-3444
Email: Andrew.j.montoney@usda.gov

Date

Willie D. Harris
Director, Eastern Region
USDA, APHIS, WS
920 Main Campus Drive; Suite 200
Raleigh, NC 27606

Date

WORK PLAN

In accordance with the Cooperative Service Agreement between the CITY OF RICHMOND HEIGHTS 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.

Program Objective

To assist the CITY OF RICHMOND HEIGHTS with meeting the objectives of their White-tailed Deer Management Plan, to help reduce damage and public safety threats caused by white-tailed deer.

Plan of Action

This work plan is contingent upon an approved deer management plan between the CITY OF RICHMOND HEIGHTS and the Ohio Division of Wildlife, and the resulting permit issued by the Ohio Division of Wildlife and also the issuance of any other Municipal permits if applicable.

Through the implementation of management measures described below, APHIS-WS will assist the CITY OF RICHMOND HEIGHTS with the sharpshooting and baiting portion of their White-tailed Deer Management Plan.

APHIS-WS employees will be used to assist with the baiting and sharpshooting portion of the White-tailed Deer Management Plan of the CITY OF RICHMOND HEIGHTS. APHIS-WS will coordinate with the CITY OF RICHMOND HEIGHTS project coordinator to inspect, propose and certify baiting and shooting zones to be used. APHIS-WS personnel will prepare and arrange any necessary deer damage management equipment. WS will conduct removal of white-tailed deer from the CITY OF RICHMOND HEIGHTS using rifles equipped with noise-suppression devices. APHIS-WS will collect and transport whole carcasses to a predetermined CITY OF RICHMOND HEIGHTS facility and process deer (eviscerate/gut). APHIS-WS will collect all data; live weight, sex, age, fetus counts.

WS will obtain a processor/butcher to prepare and package the meat for donation to a charity of the CITY OF RICHMOND HEIGHTS choice. WS will invoice the CITY OF RICHMOND HEIGHTS as part of this agreement for a predetermined rate negotiated by WS with the processor/butcher for up to 120 deer. The 120 deer referenced may not represent the number of deer that will be removed for a given year and instead is used as a place holder to estimate processor/butcher costs. The ODW permitted number of deer to be removed could be less than 120 deer for the year and the CITY OF RICHMOND HEIGHTS would only be invoiced for the deer removed. If more than 120 deer are requested for processing and available funds can not cover the cost, a written/signed revision to this agreement would be needed to cover those additional processor/butcher costs. APHIS-WS will deliver deer to the processor/butcher the following morning after removal efforts. APHIS-WS will conduct removal activities between 10/1/2022 and 3/31/2023. Every effort will be made to conduct removal activities during this time period but activities are contingent upon weather conditions and site availability.

CITY OF RICHMOND HEIGHTS will be responsible for the following:

- Obtain Deer Permits from ODW and any other necessary authorizations naming APHIS-WS as subpermittee.
- Provide a Project Coordinator during all phases of the project. The Project Coordinator shall be present and reachable via cellular phone during removal activities.
- Provide a centralized site for the processing of carcasses during nightly operations with the following minimum specifications: Enclosed garage or outbuilding with cement floor, drain, running water with standard hose connection, electricity and table or writing surface.
- CITY OF RICHMOND HEIGHTS law enforcement shall verify that shooting areas are closed and empty of visitors ½ hour prior to removal operations.
- CITY OF RICHMOND HEIGHTS law enforcement shall be available during removal operations and in direct communications with APHIS-WS.
- CITY OF RICHMOND HEIGHTS shall arrange for the donation of the meat and provide APHIS-WS with that information.
- CITY OF RICHMOND HEIGHTS shall maintain records as required by ODW and report results to ODW and APHIS-WS upon completion of the program.

Monitoring of Accomplishments

APHIS-WS will provide a final annual report to the CITY OF RICHMOND HEIGHTS no later than April 30 of the removal year.

FINANCIAL PLAN

| Cost Element | | Full Cost |
|---|--------|-----------|
| Personnel Compensation | | \$32,752 |
| Travel | | \$0 |
| Vehicles | | \$1,169 |
| Other Services | | \$12,600 |
| Supplies and Materials | | \$625 |
| Equipment | | \$500 |
| Subtotal (Direct Charges) | | \$47,646 |
| | | |
| Pooled Job Costs | 11.00% | \$5,241 |
| Indirect Costs | 16.15% | \$7,695 |
| Aviation Flat Rate Collection | | \$0 |
| | | |
| Agreement Total | | \$60,582 |
| <p>The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$60,582</p> <p>APHIS WS staff may be compensated at regular time, night-time-differential, and/or overtime pay rates in accordance with programmatic Directives to accomplish the purpose of this agreement.</p> | | |

Financial Point of Contact:

Annette Harmon, Finance Director, City of Richmond Heights
 26789 Highland Road
 Richmond Heights, Ohio 44143
 (216) 486-2890
Finance.director@richmondheightsohio.org

Patricia De Graff,
 USDA, APHIS, WS
 4469 Professional Parkway
 Groveport, Ohio 43125
 Phone: (614) 993-3444
 Email: Patricia.a.degraff@usda.gov