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REMINDER

CITY COUNCIL

- Joe Frank**
President
- Sara Continenza**
- Chanell Elston**
- Jane Goodman**
- Ruth Gray**
- Susan Hardy**
- Justin Tisdale**

NOTICE OF MEETING

MEETING OF: **RECREATION COMMITTEE**

CALLED BY: SARA CONTINENZA, CHAIR

DATE: **September 29, 2020**

LOCATION: WEBEX VIRTUAL MEETING (see info above)

TIME: 6:00 P.M.

RE: DEER MANAGEMENT DISCUSSION

COMMITTEE MEMBERS:

RUTH GRAY
SUSAN HARDY

COUNCIL MEMBERS

JOE FRANK
MARTY GELFAND
JANE GOODMAN
JUSTIN TISDALE

ADMINISTRATION

JIM ANDERSON, SERVICE DIRECTOR
BRIAN MILLER, ANIMAL WARDEN
KEVIN NIETERT, POLICE CHIEF
DOUG STEFKO, FIRE CHIEF
KEITH BENJAMIN, DIRECTOR OF COMMUNITY SERVICES

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 44-20
INTRODUCED BY: Frank
REQUESTED BY: Continenza & Gray

September 14, 2020
Second Reading September 29, 2020

A RESOLUTION

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF AGRICULTURE TO PROVIDE WILDLIFE SERVICES, AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor and Council, in order to reduce health and safety risks and property damage associated with white-tailed deer populations, wish to adopt a White-Tailed Deer Management Plan in coordination with the U.S. Department of Agriculture Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS); and

WHEREAS, the proposed agreement with the USDA to provide Wildlife Services will be one component of a comprehensive Deer Wildlife Management Program to be considered by City Council, which will also include the following components:

- Comprehensive Community Education Programs on living in harmony with deer populations in urban areas.
- Continuing preservation of greenspace areas to promote habitat modification for deer populations.
- Controlling deer populations in approved neighborhoods with participation in the USDA Wildlife Services.
- Controlling deer populations in approved neighborhoods, with the assistance of Cuyahoga County, with implementation of a pilot Wildlife Fertility Control Program.
- Increasing food security **and education** programs for at-risk populations.
- Recognizing that Wildlife Management is a regional issue and there are benefits to working with Cuyahoga County, The Greater Cleveland Metroparks and neighboring communities to implement programs that control and maintain healthy deer populations in our region.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of South Euclid, Ohio:

Section 1. That the Mayor is hereby authorized to enter into a Cooperative Service Agreement with the U.S. Department of Agriculture Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS) to assist with meeting the objectives of the City's White-Tailed Deer Management Plan.

Section 2. The total cost of services and equipment provided under the agreement is not to exceed **\$32,000.**

Section 3: That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees on or after November 25, 1975, 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: That this Resolution is declared to be an emergency measure necessary for the preservation of the public peace, health and safety and for further to reduce the health and safety risks and property damage associated with the white-tailed populations, adopted by the White-Tailed Deer Management Plan. Wherefore, this Resolution shall take effect and be in full force from and after the earliest period allowed by law and upon signature of the Mayor.

Passed this _____ day of _____, 2020.

Joseph Frank, President of Council

Attest:

Approved:

Keith A. Benjamin, Clerk of Council

Georgine Welo, Mayor

Approved as to form:

Michael P. Lograsso, Director of Law

COOPERATIVE SERVICE AGREEMENT
between
CITY OF SOUTH EUCLID (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;

CITY OF SOUTH EUCLID:

Kevin Nietert
Chief of Police
1349 South Green Road
South Euclid, OH 44121
Phone: 216-691-4250
Email: knietert@sepolice.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 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/APIHS/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 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.

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 **11/1/2020** and shall continue through **7/31/2021**, 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.: 34-6002695
APHIS-WS's Tax ID: 41-0696271

Cooperator:

Georgine Welo, Mayor
City of South Euclid
1349 South Green Road
South Euclid, Ohio 44121
Phone: 216-691-4221

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 South Euclid 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 SOUTH EUCLID 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 SOUTH EUCLID 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 SOUTH EUCLID 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 SOUTH EUCLID. APHIS-WS will coordinate with the CITY OF SOUTH EUCLID 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 SOUTH EUCLID using rifles equipped with noise-suppression devices. APHIS-WS will collect and transport whole carcasses to a predetermined CITY OF SOUTH EUCLID facility and process deer (eviscerate/gut). APHIS-WS will collect all data; live weight, sex, age, fetus counts. APHIS-WS will obtain a processor/butcher to prepare and package the meat for donation to a charity of the CITY OF SOUTH EUCLID's choice. APHIS-WS will invoice the CITY OF SOUTH EUCLID as part of this agreement for a predetermined rate negotiated by WS with the processor/butcher for up to 60 deer. The 60 deer referenced may not represent the number of deer that will be removed for a given year and instead is used as a placeholder to estimate processor/butcher costs. The ODW permitted number of deer to be removed could be less than 60 deer for the year and the CITY OF SOUTH EUCLID would only be invoiced for the deer removed. If more than 60 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. The ability of APHIS-WS to reach city goals is also dependent on the availability of sites at the time operations take place. APHIS-WS will deliver deer to the processor/butcher the following morning after removal efforts. APHIS-WS will conduct removal activities between 11/1/2020 and 3/31/2021. Every effort will be made to conduct removal activities during this time period but activities are contingent upon weather conditions and site availability.

At the request of the CITY OF SOUTH EUCLID, APHIS WS will also conduct a FLIR ground deer count between November 1, 2020 and March 31, 2021.

CITY OF SOUTH EUCLID 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.
- Provide yearly white-tailed deer population estimates.
- CITY OF SOUTH EUCLID law enforcement shall verify that shooting areas are closed and empty of visitors ½ hour prior to removal operations if applicable.
- CITY OF SOUTH EUCLID law enforcement shall be available during removal operations and in direct communications with APHIS-WS.
- CITY OF SOUTH EUCLID shall arrange for donation of the meat and provide APHIS-WS with that information to provide to the processor/butcher.
- CITY OF SOUTH EUCLID 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 SOUTH EUCLID no later than April 30 of the removal year.

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$17,319
Travel		\$0
Vehicles		\$500
Other Services		\$5,100
Supplies and Materials		\$500
Equipment		\$1,500
Subtotal (Direct Charges)		\$24,919
Pooled Job Costs	11.00%	\$2,741
Indirect Costs	16.15%	\$4,025
Aviation Flat Rate Collection		\$0
Agreement Total		\$31,685
<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: \$31,685 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:

Brenda Wendt
 South Euclid
 1349 South Green Road
 South Euclid, Ohio 44121
 Phone: 216-691-4214
 Email: bwendt@seuclid.com

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