

**CITY OF SEATAC
DISTRIBUTION SCHEDULE**

Agreement #: 19-A024	2019-2023 Interlocal Agreement for Waterfowl (Canada Goose) Management Program
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Term: 1/1/2019-12/31/2023

Reference to: AB 5143 **Approved:** 3/12/2019

Department/Contact: Parks, Community Programs & Services

Amendments:	No.	Reference to:	Date approved:	Changes to Agreement per amendment:

Comments: \$13,320

Retain this record until after: 2034

Date Reviewed by Records Manager: 4/9/19 *[Signature]*

For Your Action

**2019-2023 Interlocal Agreement for
Waterfowl
(Canada Goose)
Management Program**

Please Note:

Final Form Ready for Your Submittal for Signature and Funding Authorization

AGREEMENT NO. 19-A024

**2019-2023 INTERLOCAL AGREEMENT FOR WATERFOWL (CANADA GOOSE)
MANAGEMENT PROGRAM**

WHEREAS, Chapter 39.34.040 RCW (Interlocal Cooperation Act) permits local government units to make the most efficient use of their powers by enabling them to communicate and cooperate with other localities on a basis of mutual advantage and thereby to provide services in a manner pursuant to forms of government organization that will accord best with recreational, park and natural resources and other factors influencing the needs and development of local communities and

WHEREAS, the various agencies, cities, counties, Washington State and agencies of the Federal Government listed in Exhibit A - Page 6 of this Agreement, desire to manage waterfowl, especially Canada Geese; and

WHEREAS, all parties require assistance from the Wildlife Services Program of the U.S. Department of Agriculture, to reduce negative impacts on water quality, minimize resource damage, ensure safety from disease for park visitors, and enhance other property managed; and

WHEREAS, this program will be an ongoing resource management activity attempting to maintain a manageable number of birds on a year-to-year basis; and

NOW, THEREFORE, in consideration of the covenants herein, it is mutually agreed as follows:

SECTION I - PURPOSE

The purpose of this Agreement is to provide joint funding for an egg addling program, lethal control, population monitoring and census; mainly of Canada Geese, within King, Pierce, and Snohomish Counties. This program will assist each party in communicating, maintaining, and managing public and selected and approved private site impacts of surplus waterfowl.

SECTION II - SCOPE OF PROGRAM

Wildlife Services (WS) will receive funds from each participating member for the continuation of an egg addling program, lethal control and evaluation during spring and summer 2019-2023.

Using best management practices WS will carry out an egg addling program, seeking as many accessible nesting areas as possible and will make every effort to minimize damage to the surrounding environment.

To request lethal control, WMC members must contact the WS District Supervisor or Assistant District Supervisor at 360-337-2778. WS will work with the member agency to determine if removal is warranted and if the location is suitable for removal operations.

With the assistance of Wildlife Services, the WMC members will continue a yearly program to increase monitoring activities that will enhance our locating and accessing nests on public and private land, and to facilitate an expanded egg addling program,

WS will also implement a program of removal, as requested by the Waterfowl Management Committee, subject to the terms and conditions of a permit to be issued by the U.S. Fish and Wildlife Service. This will be done on a case by case basis in situations where an over population of Canada geese may result in an impact on human health and safety, such as potable water contamination, bird aircraft strikes, disease transmission or other situations as determined by WMC members.

WS will provide an annual report to the members of the WMC which will include information regarding egg addling, the general location of nests and number of eggs addled, number of geese removed, difficulties encountered, and other pertinent information valuable to the WMC.

WS will conduct a standardized monthly goose population survey of selected area parks and will annually conduct up to six goose surveys of Lake Washington by boat. As in previous years, census counts will be expanded using staff from local agencies and participants at times and places to be specified. Survey results will be presented annually to the WMC.

Where possible, community outreach and educational programs such as 'don't feed wildlife' and interpretive signage will be initiated to inform the public about urban Canada Geese, the associated problems, and the efforts of this committee at addressing those problems.

SECTION III - RESPONSIBILITIES

Each party, represented in Exhibit A – Waterfowl Management Committee Participants, and incorporated by reference herein, will share in the ongoing review of the programs carried out by WS.

Each party agrees that if necessary, an Oversight Committee will be appointed to monitor and report back to the general committee on a regular basis. Three members of the Committee will make up the Oversight Committee chaired by the Seattle Parks and Recreation representative.

SECTION IV - COMPENSATION

Each party shall contribute to the financial costs of the program. The costs are shared between the agencies. Individual costs per agency may vary year-to-year and are based upon the total number of agencies actively participating in the program and receiving services. Table 1

shows the 2019 minimum and maximum costs for each agency.

SECTION V - TERM AND EXTENSION

The Term of this Agreement is from January 1, 2019 to December 31, 2023. This Agreement may be extended in time, scope or funding by mutual written consent from all parties referenced herein.

SECTION VI - TERMINATION

This agreement may be unilaterally terminated by any of the parties referenced herein or Wildlife Services upon presentation of written notice to the Oversight Committee at least 30 days in advance of the severance date shown in Section V.

Should termination of this agreement occur without completion of the egg addling, each party shall pay only its' pro rata share of any expenses incurred under the agreement at the date of the termination, and each party shall receive copies of all products resulting from the addling activities up to the time of the termination.

SECTION VII - DELIVERABLE

Using best management practices, Wildlife Services will carry out an egg addling program, seeking as many accessible nesting areas as possible, and will make every effort to minimize damage to the surrounding environment. Field conditions or changing conditions may increase or decrease the number of eggs addled from previous years' totals. Eggs will be coated with vegetable oil on dates to be determined by Wildlife Services.

Lethal control will be implemented as requested and the total numbers are established by the U.S. Fish and Wildlife Service Permit. Participants will receive a report on the number of eggs addled and geese euthanized in 2019.

SECTION VIII - FILING

As provided by RCW 39.34.040, this agreement shall be filed prior to its entry and force with the City or County Clerks of the participating parties, the County Auditor and the Secretary of State, and, if found to be necessary, with the State Office of Community Affairs as provided by RCW 39.34.120.

SECTION IX - LIABILITY

Each party to this agreement shall be responsible for damage to person or property resulting from the negligence on the part of itself, its employees, its agents or its officers. No party assumes any responsibility to another party for the consequences of any act or omission of any person, firm, or corporation not at party to this agreement.

EXHIBIT A

WATERFOWL MANAGEMENT COMMITTEE PARTICIPANTS

City of Bellevue.....Dan Acker
City of Kirkland.....Jason Filan
City of Mountlake Terrace.....Ken Courtmanch
Port of Seattle – Seattle-Tacoma International Airport.....Steve Osmek
City of Renton.....Cailin Hunsaker
City of SeaTac.....Mike Fitzpatrick
City of WoodinvilleAmy Ensminger
Seattle of Parks and Recreation..... Barb DeCaro
University of Washington.....Abebe Aberra
USDA Wildlife Services..... Mike Linnell

TABLE I

<u>PARTICIPATING AGENCIES</u>	<u>CONTRIBUTIONS</u>	
	MINIMUM (Total 12 agencies)	MAXIMUM (Total 10 agencies)
Seattle Parks and Recreation	2,200	3,550
All other agencies	2,200	2,664

All checks will be made payable to the USDA-APHIS-WS, earmarked for the Wildlife Services and sent to the following addresses:

Mr. Mike Linnell
State Director -Wildlife Services Program
U.S. Department of Agriculture
720 O'Leary Street Northwest
Olympia, Washington 98502
(360) 742-5500

In case of procedural questions regarding this project, please contact:

Deborah Stalman, Budget Analyst
Wildlife Services Program
(360) 742-5500 FAX: (360) 753-9466

For questions regarding implementation of control measures and census, please contact:



Brook Zscheile
District Supervisor
U.S. Department of Agriculture
10265 Central Valley Rd NW
Poulsbo, WA 98370
(360) 337-2778

SECTION X. - SEVERABILITY

If any section of this agreement is adjudicated to be invalid, such action shall not affect the validity of any section so adjudged.

This agreement shall be executed on behalf of each party by its authorized representative. It shall be deemed adopted upon the date of execution by the last so authorized representative.

This agreement is approved and entered into by the undersigned county and local government units, university and other private parties.

<p>City of Bellevue By: _____ Patrick Foran, Director of Parks and Community Services Date: _____</p>	<p>Port of Seattle – Seattle-Tacoma International Airport By: _____ Lance Lyttle, Airport Director Date: _____</p>
<p>City of Kirkland By: _____ Jason Filan, Parks Manager Date: _____</p>	<p>Seattle Department of Parks and Recreation By: _____ Christopher Williams, Acting Superintendent Date: _____</p>
<p>City of Mountlake Terrace By: _____ Scott Hugill, City Manager Date: _____</p>	<p>City of SeaTac By:  Carl Cole, City Manager Date: <u>03/19/2019</u></p>
<p>City of Renton By: _____ Denis Law, Mayor Date: _____</p>	<p>University of Washington By: _____ Jon Parkin Interim Director of Facilities Maintenance & Construction Date: _____</p>
<p>City of Woodinville By: _____ Brandon Buchanan, City Manager Date: _____</p>	<p>Approved as to Form:  <u>Asst. City Atty</u></p>