

**TOWNSHIP OF JEFFERSON  
COUNTY OF MORRIS, NJ**

**CONSENT AGENDA RESOLUTION #17-61**

**“RESOLUTION AWARDING A CONTRACT TO USDA APHIS WILDLIFE SERVICES  
FOR INTEGRATED CANADA GOOSE MANAGEMENT – FOR PERIOD ENDING SEPTEMBER 30, 2017”**

**WHEREAS**, there exists the need for services related to the management of the Canada Goose population in the Township of Jefferson; and

**WHEREAS**, the Township of Jefferson has received a proposal for integrated Canada Goose management from USDA APHIS Wildlife Services; and

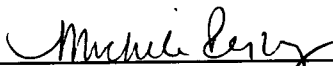
**WHEREAS**, the Mayor and Administrator have recommended acceptance of the proposal from USDA APHIS Wildlife Services.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Jefferson, County of Morris, State of New Jersey, that a contract is hereby awarded to USDA APHIS Wildlife Services, 350 Corporate Boulevard, Robbinsville, New Jersey, 08691, for the Township's 2017 integrated Canada Goose management in an amount not to exceed \$8,978.00

**BE IT FURTHER RESOLVED** that the Mayor and Township Clerk are authorized to enter into and execute the contract on behalf of the Township.

**BE IT FURTHER RESOLVED** that the term of this contract shall be from February 1, 2017 through September 30, 2017.

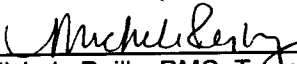
**ATTEST:**

  
 MICHELE REILLY, TOWNSHIP CLERK  
 Dated: February 15, 2017

**COUNCIL OF THE TOWNSHIP OF JEFFERSON:**

  
 DEBI MERZ, COUNCIL PRESIDENT

**CERTIFICATION:** I, Michele Reilly, Clerk of the Township of Jefferson, County of Morris, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Jefferson Township County at a meeting held on February 15, 2017.

  
 Michele Reilly, RMC, Township Clerk

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN
Birmingham					X	
Dunham	X		X			
Finnegan			X			
Sanchelli		X	X			
Merz			X			

Certification Of Availability of Funds

This is to certify to the TOWNSHIP COUNCIL of the TOWNSHIP OF JEFFERSON that funds for the following resolutions are available.

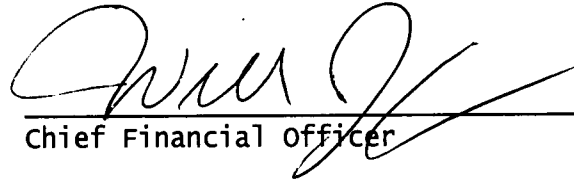
Contract Amount: 8,978.00  
Resolution Date: 02/15/17  
Resolution Number: 02-15-2017

Vendor: USDA 25 U.S. DEPT OF AGRICULTURE  
APHIS-WS  
P.O. BOX 3334  
MINNEAPOLIS, MN 55403

Contract: C7-00028 2017 CANADA GOOSE MANAGEMENT  
PROGRAM

Account Number	Amount	Account Description
7-01-28-370-370-219	8,978.00	RECREATION Maintenance
Total	8,978.00	

Only amounts for the 2017 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

  
\_\_\_\_\_  
Chief Financial Officer



3 January 2017

Dear Cooperator:

We look forward to assisting with your integrated Canada goose management in 2017. Enclosed you will find the following documents for review:

1. Work Initiation Document for Wildlife Damage Management (WS Form 12A)
2. Cooperative Service Agreement (4 copies)

Please sign and date all four original copies of the Agreement as well as the one original copy of the WS Form 12A. A Tax Identification Number must be provided on the Agreement's signature page, in order for this Agreement to be executed. Lastly, please complete the financial contact information on the last page.

**Return four signed original copies of the Agreement and one signed original copy of the WS Form 12A using the enclosed self-addressed envelope by February 15, 2017. Or mail to the following address:**

USDA APHIS Wildlife Services  
Attn: April Simnor  
350 Corporate Blvd.  
Robbinsville, NJ 08691

A fully executed Agreement with original signatures will be returned to you. If you have any questions, feel free to call me at (908) 256-4417.

Sincerely,

April Simnor  
Wildlife Biologist



*Safeguarding American Agriculture*

APHIS is an agency of USDA's Marketing and Regulatory Programs  
An Equal Opportunity Provider and Employer

Federal Relay Service  
(Voice/TTY/ASCII/Spanish)  
1-800-877-8339



**COOPERATIVE SERVICE AGREEMENT**  
**between**  
**TOWNSHIP OF JEFFERSON**  
**and**  
**UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)**  
**WILDLIFE SERVICES (WS)**

**ARTICLE 1**

The purpose of this Cooperative Service Agreement is to assist in a Canada goose damage management project as described in the attached Work Plan (Attachment A).

**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 Township of Jefferson mutually agree:

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

Township of Jefferson  
Grace Rhinesmith  
Municipal Building  
1044 Weldon Road  
Lake Hopatcong, NJ 07849-2332

APHIS WS:  
Aaron Guikema, State Director  
140-C Locust Grove Road  
Pittstown, NJ 08867-4049  
(908) 735 – 5654 Ext. 11

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 Grace Rhinesmith or her designee, the State Director or his designee, and/or those additional persons authorized and approved by Grace Rhinesmith 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

Township of Jefferson agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by Township of Jefferson. Township of Jefferson 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). Township of Jefferson will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. Township of Jefferson 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 Township of Jefferson 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 any media requests involving APHIS WS activities related to the program.

## **ARTICLE 5**

APHIS WS Agrees:

1. To conduct activities at Township of Jefferson as described in the Work and Financial Plans.
2. To designate to Township of Jefferson the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill Township of Jefferson 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 Township of Jefferson shall have the right to inspect and audit such records.
4. To coordinate with Township of Jefferson before responding to any media requests involving APHIS WS activities related to the program.

## **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**

Township of Jefferson certifies that APHIS WS has advised Township of Jefferson that there may be private sector service providers available to provide wildlife management services that Township of Jefferson 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**

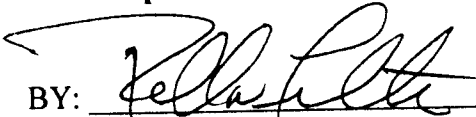
This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the Township of Jefferson 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.

Township of Jefferson Taxpayer Identification Number (TIN) 22-6002010

**Township of Jefferson:**

BY:  2/15/17  
Township of Jefferson representative Date  
1044 Weldon Road  
Lake Hopatcong, NJ 07849-2332

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

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Aaron Guikema  
State Director  
USDA APHIS WS  
140-C Locust Grove Road  
Pittstown, NJ 08867-4049

## 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 authorities for USDA's Animal and Plant Health Inspection Service (APHIS), Wildlife Services program (WS) are 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). APHIS WS 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, 1997). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, managing wildlife damage may require that the offending animal(s) be removed or that the local populations of the offending species be reduced.

### Purpose

The wildlife damage management program at Township of Jefferson (Morris County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Canada goose presence on Township of Jefferson property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

Township of Jefferson has employed on their property(s) non-lethal Canada goose management techniques prior to this Agreement and will continue non-lethal techniques in the future. Non-lethal techniques include, but are not limited to, harassment, exclusion (e.g., fencing), habitat modification, visual deterrents and/or reproductive control (e.g., egg addling). In addition, a "no feeding" policy exists at Township of Jefferson property(s).

### Planned APHIS WS Activities

APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities described below at Township of Jefferson and if applicable, agreed upon neighboring properties after obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A):

Nest and egg management (egg addling) will occur throughout the nesting season. Treatment and/or destruction of Canada goose nests and eggs will be conducted during multiple site visits at 7-14 day intervals. Additional site visits will be conducted to determine post-nesting and pre-capture survey numbers. Capture and euthanasia of Canada geese located on above property(s) will occur one day during the molt period in June or July. APHIS WS and Township of Jefferson will determine if other capture methods such as cannon nets, bow nets, alpha-chloralose and/or other proposed methods as agreed upon by both parties, are appropriate outside of the molting period. At Township of Jefferson's request, management of other waterfowl species will be carried out by APHIS WS. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized wildlife will be sampled and tested for disease research purposes. Euthanized wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS), by burial, incineration and/or donation for non-human consumption. APHIS WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to Township of Jefferson summarizing Canada goose management pursuant to this Agreement no later than September 30, 2017.

### Effective Dates

This Agreement shall become effective on February 1, 2017, and shall expire on September 30, 2017.

**ATTACHMENT B  
FINANCIAL PLAN**

Personnel Costs .....	\$ 4,380
Vehicle (Fuel & Maintenance) .....	\$ 607
Travel .....	\$ 1,647
Supplies & Equipment .....	\$ 427
Subtotal (Direct Costs) .....	\$ <u>7,061</u>
Pooled Job Costs .....	\$ 777
Indirect Costs .....	\$ 1,140
TOTAL .....	\$ <u>8,978</u>

APHIS WS costs are not based on number of nests found or the number of geese captured, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this Agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **\$8,978**.

**Billing Cycle:** Quarterly

Financial Point of Contact

Township of Jefferson:

Name: Bill Eagen, CFO  
Address: Township of Jefferson  
1033 Weldon Rd., Lakehurst, NJ 07849  
Phone: 973-208-6136

APHIS WS:

Lisa L. Spinelli, Budget Analyst  
Phone: (908) 735-5654 Ext. 10  
Fax: (908) 735-0821  
Email: Lisa.L.Spinelli@aphis.usda.gov