

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department: _____	
Division/Program: <i>(i.e. Dept. Division and Program)</i> _____	
Contract or Grant Administrator: _____	
Contractor's / Agency Name: _____	
<p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No</p> <p>Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes No If No, include WCC: _____</p> <p>Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p> <p>Is this a grant agreement?</p> <p>Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded?</p> <p>Yes No If yes, Whatcom County grant contract number(s): _____</p> <p>Is this contract the result of a RFP or Bid process? Contract</p> <p>Yes No If yes, RFP and Bid number(s): _____ Cost Center: _____</p> <p>Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.</p> <p>If YES, indicate exclusion(s) below:</p> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Interlocal Agreement (between Governments). </div> <div> <input type="checkbox"/> Goods and services provided due to an emergency <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. </div> </div>	
<p>Contract Amount:(sum of original contract amount and any prior amendments): \$ _____</p> <p>This Amendment Amount: \$ _____</p> <p>Total Amended Amount: \$ _____</p>	<p>Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:</p> <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: _____	
Term of Contract: _____	Expiration Date: _____

Contract Routing:	Date:
1. Prepared by: _____	_____
2. Attorney signoff: _____	_____
3. AS Finance reviewed: _____	_____
4. IT reviewed (if IT related): _____	_____
5. Contractor signed: _____	_____
6. Executive contract review: _____	_____
7. Council approved, if necessary: _____	_____
8. Executive signed: _____	_____
9. Original to Council: _____	_____

COOPERATIVE SERVICE AGREEMENT
between
WHATCOM COUNTY PUBLIC WORKS DEPARTMENT (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this Agreement is to conduct wildlife damage management (WDM) activities to manage aquatic mammals and nuisance wildlife in Whatcom County in order to reduce damage to road structures.

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 as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;
Gina Miller, Assistant Superintendent
Whatcom County Public Works Department
901 West Smith Road
Bellingham, WA 98226
360-778-6400
gmiller@co.whatcom.wa.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 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. To obtain the appropriate permits for removal activities for species listed in the Work Plan and list USDA, APHIS, Wildlife Services as subpermitees.
9. To provide an indoor working space to complete necessary paperwork.

10. 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.

Brook Zscheile, Acting State Director, Washington

720 O’Leary Street NW

Olympia, WA 98502

360-753-9884

brook.zscheile@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 July 1, 2025 and shall continue through June 30, 2030, 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.: 91-6001383
APHIS-WS's Tax ID: 41-0696271

Cooperator:

WHATCOM COUNTY:
Recommended for Approval:

Elizabeth Kosa, Public Works Director Date

Approved as to form:

Approved via email CQ/TA
Christopher Quinn, Chief Civil Deputy Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

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

Brook Zscheile, Acting State Director, Washington Date
USDA, APHIS, WS
720 O'Leary Street NW, Olympia, WA 98502

Wendy Anderson, Director, Western Region Date
USDA, APHIS, WS
2150 Centre Ave., Bldg. B, Mailstop 3W9, Ft. Collins, CO 80526

Prepared by (APHIS-WS employee) Kris Kooi

WORK PLAN/FINANCIAL PLAN

Cooperator: Whatcom County Public Works Department

Contact: Gina Miller, Assistant Superintendent, Public Works, 360-778-6400,
[gmiller@co.whatcom.wa.us](mailto:gmill@co.whatcom.wa.us)
901 West Smith Road, Bellingham, WA 98226
Charles Mckenna, Road Crew Leader, 360-778-6400, cmckenna@co.whatcom.wa.us

Cooperative Service Agreement No.: 25-7353-7031-RA

WBS Element: AP.RA.RX53.73.0546

Location: Whatcom County, WA

Dates: July 1, 2025– June 30, 2030

In accordance with the Cooperative Service Agreement 25-7353-7031-RA (2025 signature year) between Whatcom County Public Works 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 the wildlife control activities for the period of July 1, 2025 through June 30, 2030.

Program Objective

Whatcom County Public Works Department has substantial concerns regarding aquatic mammal activities which cause extensive damage by flooding and eroding roadways and structures, and impact public health and safety. The program objective is to maintain a program to reduce, minimize, or eliminate damage to roads and road structures caused by aquatic mammal activity, and other concerns associated with nuisance wildlife.

Plan of Action

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

1. APHIS-WS will assign one Wildlife Specialist to the project, on an intermittent basis for approximately 25 hours per month. APHIS-WS will provide the vehicle and field supplies necessary for the project. APHIS-WS will utilize the safest and most effective tools while conducting management activities.
2. APHIS-WS will cooperate with the Washington Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, County, and local city governments and other entities to ensure compliance with Federal, State, and local laws and regulations.
3. APHIS-WS will assist Whatcom County Public Works Department in obtaining and

maintaining the necessary permit from the Washington Department of Fish & Wildlife.

4. APHIS-WS has complied with the National Environmental Policy Act (NEPA), the Endangered Species Act (ESA), and other applicable environmental statutes for the specific project and action WS is to perform under this Work Plan/Financial Plan.
5. Evan Moran, West District Supervisor in Poulsbo, (360) 337-2778, will supervise this project. Brook Zscheile, Acting State Director, Olympia, WA, will monitor this project, (360) 753-9884.
6. Whatcom County Public Works Department will be billed quarterly by APHIS-WS only for expenses shown in the Financial Plan and will not exceed the Agreement Total. Personnel Compensation is defined as salary for all hours worked, benefits, differentials, hazardous duty allowances, annual leave, sick leave and awards. The financial point of contact for this Work Plan/Financial Plan is Michelle Rodriguez, Budget Analyst, (360) 742-5496.

FINANCIAL PLAN

For the disbursement of funds from
Whatcom County Public Works

to

USDA APHIS Wildlife Services

for

Aquatic Mammal Damage Management - Roads

From 7/1/2025 to 6/30/2026

Cost Element	Full Cost	
Personnel Compensation	\$	11,400.00
Vehicles	\$	1,331.25
Supplies and Materials	\$	400.00
Subtotal (Direct Charges)	\$	13,131.25
Pooled Job Costs	11.00%	\$ 1,444.44
Indirect Costs	16.15%	\$ 2,120.70
Agreement Total	\$	16,696.38

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$16,696.38

FINANCIAL PLAN

For the disbursement of funds from
Whatcom County Public Works

to

USDA APHIS Wildlife Services

for

Aquatic Mammal Damage Management - Roads

From 7/1/2026 to 6/30/2027

Cost Element		Full Cost	
Personnel Compensation	\$		11,700.00
Vehicles	\$		1,331.25
Supplies and Materials	\$		400.00
Subtotal (Direct Charges)	\$		13,431.25
Pooled Job Costs	11.00%	\$	1,477.44
Indirect Costs	16.15%	\$	2,169.15
Agreement Total	\$		17,077.83

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$17,077.83

FINANCIAL PLAN

For the disbursement of funds from
Whatcom County Public Works

to

USDA APHIS Wildlife Services

for

Aquatic Mammal Damage Management - Roads

From 7/1/2027 to 6/30/2028

Cost Element		Full Cost	
Personnel Compensation	\$		12,075.00
Vehicles	\$		1,331.25
Supplies and Materials	\$		400.00
Subtotal (Direct Charges)	\$		13,806.25
Pooled Job Costs	11.00%	\$	1,518.69
Indirect Costs	16.15%	\$	2,229.71
Agreement Total	\$		17,554.65

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$17,554.65

FINANCIAL PLAN

For the disbursement of funds from
Whatcom County Public Works

to

USDA APHIS Wildlife Services

for

Aquatic Mammal Damage Management - Roads

From 7/1/2028 to 6/30/2029

Cost Element	Full Cost	
Personnel Compensation	\$	12,450.00
Vehicles	\$	1,331.25
Supplies and Materials	\$	400.00
Subtotal (Direct Charges)	\$	14,181.25
Pooled Job Costs	11.00%	\$ 1,559.94
Indirect Costs	16.15%	\$ 2,290.27
Agreement Total	\$	18,031.46

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$18,031.46

FINANCIAL PLAN

For the disbursement of funds from
Whatcom County Public Works

to

USDA APHIS Wildlife Services

for

Aquatic Mammal Damage Management - Roads

From 7/1/2029 to 6/30/2030

Cost Element	Full Cost	
Personnel Compensation	\$	12,675.00
Vehicles	\$	1,331.25
Supplies and Materials	\$	400.00
Subtotal (Direct Charges)	\$	14,406.25
Pooled Job Costs	11.00%	\$ 1,584.69
Indirect Costs	16.15%	\$ 2,326.61
Agreement Total	\$	18,317.55

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$18,317.55

Mailing Address	Billing Address
Whatcom County Public Works,	Same as mailing
Maintenance and Operations	Financial POC: Gina Miller
901 W Smith Rd	gmliller@co.whatcom.wa.us
Bellingham, WA 98226	Tax ID: 91-6001383

Whatcom County Representative

Date

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

Brook Zscheile, Acting State Director, Washington

Date

Wendy Anderson, Director, Western Region

Date