

COOPERATIVE SERVICE AGREEMENT
BETWEEN
PORT OF PORT ANGELES
AND
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES (WS)

ARTICLE 1

Port of Port Angeles desires to participate with Wildlife Services (WS) in a program to alleviate wildlife concerns, including wildlife strike hazards to aircraft, on and around Port facilities.

All operations provided for in this Agreement shall be under the direct supervision of WS in order that the work may be conducted in accordance with the latest improved practices and correlated with bird and mammal control programs carried on in adjacent areas.

ARTICLE 2

Authority exists under the Wildlife Services Act of March 2, 1931 (7 U.S.C. 426-426b and 426c, as amended) for WS to cooperate with States, Territories, individuals, public and private agencies, organizations, and institutions in the control of wild animals and birds injurious to agriculture, horticulture, forestry, animal husbandry, wildlife, property; public health and safety; and protection of wildlife from environmental contaminants.

ARTICLE 3

Port of Port Angeles and WS agree:

a. To jointly develop the Work and Financial Plans which will be incorporated into this Agreement.

b. That the cooperating parties will carry out program activities in accordance with the Annual Work and Financial Plans developed for this Agreement.

ARTICLE 4

Port of Port Angeles Agrees:

a. To designate to WS by signature that Port of Port Angeles authorized representative is Jeffery Robb who shall administer activities pursuant to this Agreement.

b. To develop with WS the Annual Work and Financial Plans as referenced in Article 3.a. of this Agreement.

c. To reimburse WS the amount mutually agreed to as indicated in the Annual Work and Financial Plans. The cost will include salaries and benefits, supplies, and miscellaneous expenses necessary to perform animal damage control activities.

d. That upon termination of this Agreement Port of Port Angeles shall reimburse WS for its proportionate share of all obligations created by WS as a result of this Agreement and not previously reimbursed.

ARTICLE 5

WS Agrees:

a. That the State Director or authorized representative will supervise all control activities pursuant to this Agreement.

b. To provide personnel to perform the assessment activities in the

areas designated by the Work Plan. Field personnel employed under this Agreement shall be Federal employees or cooperator employees under direct supervision of WS.

c. To submit to Port of Port Angeles an Accomplishment Report upon request.

d. To supervise the program, as set forth in the Annual Work and Financial Plans.

ARTICLE 6

This Agreement is contingent upon the passage of Congress of an appropriation from which expenditures may be legally met and shall not obligate the requisitioning agency upon failure of Congress to so appropriate. This Agreement also may be reduced or terminated if Congress only provides the Agency funds for a finite period under a Continuing Resolution.

ARTICLE 7

Nothing in this Agreement shall prevent any other State, organization, or individual from entering into separate Agreements with WS for the purpose of controlling damaging animals.

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

WS will hold Port of Port Angeles harmless from any liability arising from the negligent act or omission of a Government officer or employee acting within the scope of his or her employment to the extent compensation is available pursuant to the Federal Tort Claims Act (FTCA), 28 USC 2671 et. seq., except to the extent that aforesaid liability arises from the negligent acts or omissions of Port of Port Angeles, their employees, agents, or subcontractor(s). Such relief shall be provided pursuant to the procedures set forth in the FTCA and applicable regulations.

ARTICLE 10

All animal damage control activities will be conducted in accordance with the applicable Federal, State, and local laws and regulations.

ARTICLE 11

This Agreement shall become effective upon date of final signature and shall continue indefinitely. This Agreement may be amended at any time by mutual agreement of the parties in writing. It may be terminated by either party upon 60 days' written notice to the other party. Further, that in the event Port of Port Angeles does not for any reason reimburse expended funds, WS is relieved of the obligation to continue any operations under this Cooperative Service Agreement.

PORT OF PORT ANGELES
WILLIAM R. FAIRCHILD INT'L AIRPORT
P.O. BOX 1350
PORT ANGELES, WA 98362

Clay

1/23/98
Date

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

J. Gary Olesburg

State Director, WA/HI/AK/Pacific Islands

12/17/97
Date

William R. White

Director, Western Region

FEB 03 1998
Date

RECEIVED