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Item No: 8b\_attach 2  
Meeting Date: March 26, 2024

Tax-ID NO. 41-0696271

Agreement Number: \_\_\_\_\_-FA  
Account Code: \_\_\_\_\_  
District \_\_\_\_\_

COOPERATIVE SERVICE FIELD AGREEMENT  
between  
Port of Seattle- SeaTac Airport

\_\_\_\_\_  
(Cooperator)  
and  
UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES  
ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project as described below.  
Alleviate Damage & Human Health and safety concerns caused by resident Canada Geese

\_\_\_\_\_  
ARTICLE 2

Under the Act of March 2, 1931, as amended (7 USC 426), and the Act of December 22, 1987 (7 USC 426c), , the Secretary of Agriculture may conduct a program of wildlife services with respect to injurious animal species and take any action the Secretary considers necessary in conducting the program. Additionally, the Secretary of Agriculture, except for urban rodent control, is authorized to conduct activities to control nuisance mammals and birds and those mammal and bird species that are reservoirs for zoonotic diseases. In carrying out a program of wildlife services involving injurious and/or nuisance animal species or involving mammal and bird species that are reservoirs for zoonotic diseases, the Secretary is authorized to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions.  
APHIS-WS and the Cooperator agree:

1.

ARTICLE 3

APHIS-WS will provide the requested wildlife damage management service;

2.

The Cooperator will provide, at time of service, a certified or cashier's check, personal check or money order payable to USDA, APHIS in the amount of \$\_\_\_\_\_

for: \_\_\_\_\_

2500  
Labor, Vehicle, & Supplies

initial

3.

The monies received by APHIS-WS will be used for the purpose stated above.

4.

The performance of WDM 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 environmental statutes. APHISWS will not make a final decision to conduct requested WDM actions until it has made the determination of such compliance.

5.

Nothing in this Agreement shall prevent any other individual or organization from entering into separate Agreements with APHIS-WS for the purpose of controlling wildlife damage.

6.

That APHIS-WS has advised the Cooperator that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, Cooperator requests that APHIS-WS provide wildlife management services as stated under the terms of this Agreement.

ARTICLE 4

This Agreement is contingent upon the passage by 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 5

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 there from.

ARTICLE 6

APHIS assumes no liability for any actions or activities conducted under this agreement except to the extent the recourse or remedies are provided by

Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680).

All WDM activities will be conducted in accordance with applicable Federal, State, and local 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 provides goods or services on a cost recovery basis to nonfederal recipients.

March 1 20\_\_\_\_,

24 and shall continue through \_\_\_\_\_,

August 31

This Agreement shall become effective \_\_\_\_\_,

20\_\_\_\_\_

24 not to exceed one year. This

agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not, for

any reason, deposit necessary funds, APHIS-WS is relieved of the obligation to provide services under this Agreement.

Cooperator Name, Address, and Phone Number

\_\_\_\_\_

P.O. Box 68727  
Seattle, WA 98168

Seattle, WA 98168

Phone Number

Fax Number

Cooperator's Tax ID No. or Social Security No.  
(As required by Debt Collection Improvement Act of 1996)  
Revised 11/12/13

Cooperator's Signature  
Date

WS Representative Signature  
Date



\_\_\_\_\_  
State Director's Signature  
Date