CITY OF CRAIG

Memo

To: City Council

From: Jim Ferree, City Manager

Date: April 21, 2016

Re: Turkey Vultures in the Vicinity of 6th and Taylor

Last fall the Mayor and I and Bill de Vergie, Area 6 Wildlife Manager for Colorado Parks and Wildlife, met at 6th and Taylor with a resident whose property has been devastated by Turkey Vultures roosting in her tree. Apparently this has been a problem in the neighborhood at different locations for some time. Bill de Vergie offered to contact the Department of Agriculture over the winter to see about a permit to try and resolve the problem. These are federally protected birds so there can only be a limited number exterminated under a permit. There are several techniques the Department of Agriculture can use to harass the birds. However, there are no guarantees that they won't just relocate somewhere else in town.

In order to engage the Department of Agriculture to use their federal permit to help solve the problem there is a cost to the City. The contract has a cost not exceed $3,200. A statement over the phone from David Moreno, Grand Junction District Supervisor for the Department of Agriculture, their services run $50 per hour.

This of course is an unusual request and an unbudgeted project. But one that is affecting one of our neighborhoods and is a public health issue. So we wanted to bring this to the City Council.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0579-0335. The time required to complete this information collection is estimated to average .059 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

OMB Approved
0579-0335

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

WORK INITIATION DOCUMENT FOR WILDLIFE DAMAGE MANAGEMENT

1. _____ Work Initiation Document Number

2. 04 / 19 / 2016 (MM DD YYYY)

SECTION 1

3. TYPE OF WORK INITIATION DOCUMENT *(mark all that apply)*:

☒ Private Property ☐ Temporary ☒ Non-Private Property Assign to These Special Groups a. b. c. d.

☐ Adjacent Landowner ☐ Addendum to a Work Initiation Doc. ☐ Amendment to Existing Work Initiation Doc.

SECTION 2

4. Cooperator's Name: Beck (Last) Ray (Mayor) (First) (Middle)

5. Cooperator's Address: 300 West 4th Street (Street) Craig (City)

Where will work be performed? *(give address or directions, if different from above)* City Limits of Craig

6. Business/Farm/Ranch/or Common Name _____

7. CO (State) 81625 (ZIP Code)

8. Owner's or Representative's Name _____ *(If different from Cooperator's)*

9. 970 - 824 - 4994 Cooperator Telephone Number

10. Owner's or Representative's Address *(if different from Cooperator's)* _____ Street City State ZIP Code

SECTION 3

11. WS Employee and Work Location Information:
- David Moreno — WS Employee Name
- Moffat — County
- Colorado — State

12. Land Class Information:

Land Class	Acres
1. City	
2. Private	
3.	
4.	

Total Acres _____

13. Adjoining Property Work Information Document Number(s):
1. 2. 3. 4.

14. Species Information:
1. Turkey Vultures
2. 3. 4.

☐ 15. If box is checked, attachment lists additional species.

SECTION 4

16. In consideration of the benefits to be derived from the proper management of damage caused by those species listed in Section 3 Item 14. (and Item 15., if applicable), I, the undersigned cooperator or cooperator's representative, do hereby give my consent and concurrence to the Animal and Plant Health Inspection Service (APHIS) (to include its officials, employees, and agents) to use, upon lands owned, leased, or otherwise controlled by me, and identified by this Work Initiation Document, the following methods and devices:

COMPONENTS: 1. Shooting 2. Site Visit 3. Trapping/Corn Oil 4. Pyrotechniques/Firearms 5. Mist Net/Vulture Effigy 6. Night Vision/Spotlight

☐ If box is marked, an attachment lists additional methods or devices.

SECTION 5

17. I, the cooperator or cooperator's representative, have been informed of the methods and the manner in which the control materials and devices listed in Section 4 will be used, and of the possible hazards associated with their use. I understand that APHIS, (to include its officers, employees and agents) will: exercise reasonable precautions to safeguard all persons to prevent injury to animal life other than those listed in Section 3, Item 14. (and Item 15., if applicable); guard against the mishandling of control devices and materials; and exercise due caution and proper judgment in all wildlife damage management operations. I understand that APHIS, WS, will maintain restricted use pesticide application records on applications made under the Work Initiation Document, and that APHIS, WS, will provide copies of the records or record information promptly upon the property owner's or cooperator's request. I understand that APHIS may collect Global Positioning System (GPS) coordinates at the project site as part of component or activity tracking or as wildlife disease monitoring or research data.

SECTION 6

18. In consideration of these understandings and of the benefits to be derived, I, the cooperator or cooperator's representative, agree to: take reasonable precautions to prevent injury to livestock and other domestic animals; assume responsibility for injury to my property under my control, when said injury is not the result of negligence on the part of APHIS; assist in maintaining such warning signs as APHIS may place for the purpose of notifying persons entering onto such lands of the possible hazards associated with wildlife damage management measures in use thereon; and to give adequate warning of these possible hazards to persons I authorize to enter onto such lands. Further, in recognition of the benefits to be derived from the use of specified methods and devices authorized by this Work Initiation Document, I, the cooperator or cooperator's representative, agree not to concurrently use or allow to be used upon lands covered by this Work Initiation Document, any toxic material that might reasonably be expected to take a species listed above in Section 3, Item 14. (and Item 15., if applicable) unless such use of said toxicant is agreed to by APHIS in writing.

SPECIAL CONSIDERATIONS:

SIGNATURE AND TITLE (*Landowner, Lessee, or Administrator*)	TELEPHONE NUMBER	ADDRESS	DATE
SIGNATURE AND TITLE (*APHIS Representative*)	TELEPHONE NUMBER	ADDRESS	DATE
	970-242-9155	445 West Gunnison, Suite 150 Grand Junction, CO 81501	04-19-2016

Instructions for Completing WS Form12A
Work Initiation Document for Wildlife Damage Management

Section 1 – Basic Work Initiation Information Item

1. **Work Initiation Document Number** - Record the assigned number for this document.
2. **Date** - Enter the date the form is completed.
3. **Type of Document** - Record the type of Work Initiation Document by marking the appropriate box(es).

Hint: A Work Initiation Document may have more than one characteristic.
Example: A Work Initiation Document can be a Temporary and Urban Document.
Assign to Special Groups: If this Work Initiation Document is to be tracked by special groups which are serviced, list them in this item.

Section 2 – Items in this Section capture data about the Cooperator

4. Enter name of cooperator as it appears on the cooperative service agreement, cooperative service field agreement, Memorandum of Agreement or Understanding, or as it appears in the cooperator's business references.
5. Enter the cooperator's address and alternate address or location if the primary address is different from the site where the work will be done.
6. Enter the name of the cooperator's business, farm, or ranch, if applicable.
7. Enter the State abbreviation and the ZIP Code.
8. Enter the name of the owner or cooperator's representative if it is different from the cooperator name, the area code, and telephone number of the owner.
9. Enter the Cooperator's telephone number, including the area code.
10. Enter the property owner's address (or property owner's representative's work address if this is a non-private agreement), including the ZIP Code even if it is the same as item 6. NOTE: If the cooperator's address in Item 5 is also the address of the owner, you need not complete this item.

Section 3 – Information about the WS employee conducting activities, the property being worked on, and the species being addressed is captured in this Section

11. **Employee Name**, **County and State** - In this subsection, record the name of the WS employee, and the State and county for the site where the work is being performed.
12. **Land Class** - Record the land class being worked on, and enter the number of acres for that land class. Record the total acres by summing all entries in the "Acres" column.
13. **Adjoining Property** - If the Work Initiation Document allows you to work on an adjoining property as part of the project, you must have additional Work Initiation Documents signed by those adjoining land owners/managers. The Work Initiation Document numbers for those properties go in this subsection.
14. **Species/Codes** - List the names of the species that will be targeted during the damage management activities. Official MIS abbreviations for the names of the species may be used.
15. **Additional Species** - If more species are targeted than can be entered in this block, mark this box and attach the WS Form 12A Addendum listing them.

Section 4 – Component Use Information

16. **Components** - List the type of components that will be used in the wildlife damage management activity.
    If more components are to be used than can be entered in the available space, mark this box in this Section and attach the WS Form 12A Addendum listing them.

Section 5 – Work Initiation Considerations – WS Responsibilities

17. Allow the cooperator to read this section, or alternately, read it to the cooperator before signatures are affixed.

Section 6 – Work Initiation Considerations – Cooperator Responsibilities

18. Allow cooperator to read this section, or alternately, read it to the cooperator before signatures are affixed.

Section 7 – Special Considerations

19. **Special Considerations** - If any special considerations are agreed to for this project, enter them in this Section.

Section 8 – Signatures/Dates

20. Obtain the signature and address of the landowner, lessee, administrator, or representative of the project land(s). Enter a date when the document was signed.
21. The WS employee completing the form signs and enters the official title, telephone number, address, and date. Provide a copy to the cooperator after signature; keep one copy for your files, provide one copy to the State Office, and provide copies to other WS personnel/offices, as appropriate. The Privacy Act Notice required to be given to the cooperator is on the back of the Cooperator Copy of this form.

Tax ID No. 41-0696271

Agreement Number: 16-7308-_____-FA
Account Code: 6XWSWR0808REIMBUROTCSWR08
District: _____

COOPERATIVE SERVICE FIELD AGREEMENT
between
_____City of Craig_____ (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, **to conduct _Hazing and removal of Turkey Vultures (control activities) to protect_Human Health and Safety: and protect ornamental plants and trees._____.**

ARTICLE 2

Authority exists under the Act of March 2, 1931 (46 Stat. 1469; 7 U.S.C. 426-426b) as amended, and under the Rural Development, Agriculture, and Related Agencies Appropriations Act of 1988, (Public Law 100-202, 7 USC 426c) for Wildlife Services to cooperate and enter into agreements with states, local jurisdictions, individuals, public and private agencies, organizations, and institutions to manage wildlife damage.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. APHIS-WS will provide the requested wildlife damage management service;
   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 not to exceed $_3,200.00_for _Control activities_for the protection of_ **Human Health and Safety: and protect ornamental plants and trees _**
2. The monies received by APHIS-WS will be used for the purpose stated above.
3. 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 statues. APHIS-WS will not make a final decision to conduct requested WDM actions until it has made the determination of such compliance.
4. 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.
5. **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**.

Cooperator initial _____

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-WS 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-WS provides goods or services on a cost recovery basis to nonfederal recipients.

This Agreement shall become effective ___4-19_____, 2016_____, and shall continue through _____Dec, 31__, 2016_____ 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
_Ray Beck (Mayor)_____
_City Of Craig_____
_300 West 4th Street_____
_____

__970-824-4994_____
Phone Number

_____
FAX Number

_____
Cooperator's Tax ID No. or Social Security No.
(As required by Debt Collection Improvement Act of 1996)

_____ _____
Cooperator's Signature **Date**

_____ _____
WS Representative's Signature **Date**

_____ _____
State Director's Signature **Date**
USDA, APHIS, WILDLIFE SERVICES
12345 W. Alameda Pkwy., Ste. 204
Lakewood, CO 80228
(303) 236-5810

Revised 12/10/2015

Tax ID No. 41-0696271

Agreement Number: 16-7308-_____-FA
Account Code: 6XWSWR0808REIMBUROTCSWR08
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__970-824-4994_____
Phone Number

_____
FAX Number

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

_____ _____
Cooperator's Signature **Date**

_____ _____
WS Representative's Signature **Date**

_____ _____
State Director's Signature **Date**
USDA, APHIS, WILDLIFE SERVICES
12345 W. Alameda Pkwy., Ste. 204
Lakewood, CO 80228
(303) 236-5810

Revised 12/10/2015

Privacy Act Notice

Title 5, United States Code, Section 552a(e)(3) requires that each agency that maintains a system of records provide each individual from whom the agency solicits information with the following information.

Authority for Requesting Information

Title 7, United States Code, Section 426-426c, and Title 16 United States Code, Section 667, authorizes officers, agents, and employees of USDA, APHIS, Wildlife Services, to conduct a program of wildlife service's and to enter into agreements with States, local jurisdictions, individuals, and public and private agencies, organizations, and institutions for the purpose of conducting such services.

Nature of Your Disclosure of Information

Disclosure of information solicited by USDA, APHIS, and Wildlife Services, is voluntary.

Principal Purpose for Which the Information is Solicited

Information is solicited from you for the purpose of executing and implementing agreements for control of wildlife damage.

Routine Uses Which May be Made of the Information

The routine uses which may be made of the information are:

Routine use 1 permits disclosure to cooperative State government officials, employees, or contractors, as necessary to carry out the program; and other parties engaged to assist in administering the program. Such contractors and other parties will be bound by the nondisclosure provisions of the Privacy Act. This routine use assists the agency in carrying out the program, and thus is compatible with the purpose for which the records are created and maintained;

Routine use 2 permits disclosure to the appropriate agency, whether Federal, State, local, or foreign, charged with the responsibility of investigating or prosecuting a violation of law or of enforcing, implementing, or complying with a statute, rule, regulation, or order issued pursuant thereto, of any record within this system when information available indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and either arising by general statute or particular program statute, or by rule, regulation, or court order issued pursuant thereto;

Routine use 3 permits disclosure to the Department of Justice when the agency, or any component thereof, or any employee of the agency in his/her official capacity, or any employee of the agency in his/her individual capacity where the Department of Justice has agreed to represent the employee, or the United States, in litigation, where the agency determines that litigation is likely to affect the agency or any of its components, is a party to litigation or has an interest in such litigation, and the use of such records by the Department of Justice is deemed by the agency to be relevant and necessary to the litigation; provided, however, that in each case, the agency determines that disclosure of the records to the Department of Justice is a use of the information contained in the records that is compatible with the purpose for which the records were collected;

Routine use 4 permits disclosure for use in a proceeding before a court or adjudicative body before which the agency is authorized to appear, when the agency, or any component thereof, or any employee of the agency in his/her official capacity, or any employee of the agency in his/her individual capacity where the agency has agreed to represent the employee, or the United States, where the agency determines that litigation is likely to affect the agency or any of its components, is a party to litigation or has an interest in such litigation, and the agency determines that use of such records is relevant and necessary to the litigation; provided, however, that in each case, the agency determines that disclosure of the records to the court is a use of the information contained in the records that is compatible with the purpose for which the records were collected;

Routine use 5 permits disclosure to appropriate agencies, entities, and persons when the agency suspects or has confirmed that the security or confidentiality of information in the system of records has been compromised; the agency has determined that as a result of the suspected or confirmed compromise there is a risk of harm to economic or property interests, a risk of identity theft or fraud, or a risk of harm to the security or integrity of this system or other systems or programs (whether maintained by the agency or another agency or entity) that rely upon the compromised information; and the disclosure made to such agencies, entities, and persons is reasonably necessary to assist in connection with the agency's efforts to respond to the suspected or confirmed compromise and prevent, minimize, or remedy such harm.

Routine use 6 permits disclosure to USDA employees or contractors, partner agency employees or contractors, or private industry employees to identify patterns, trends, or anomalies indicative of fraud, waste, or abuse.

Routine use 7 permits disclosure to the National Archives and Records Administration or to the General Services Administration for records management inspections conducted under 44 U.S.C. §§ 2904 and 2906.

Effects of Failure to Furnish Information

Failure to provide the solicited information will not subject you to penalties or adverse consequences.