CITY OF KIRKLAND
Department of Parks & Community Services
505 Market Street, Suite A, Kirkland, WA 98033 425.587.3300
www.ci.kirkland.wa.us

MEMORANDUM

To: Dave Ramsay, City Manager

From: Jason Filan, Park Operations Manager
Jennifer Schroder, CPRP, Director

Date: March 16, 2009

Subject: 2009 Interlocal Agreement for Waterfowl Management Program

RECOMMENDATION:
It is recommended that the City Council authorize the City Manager to sign the 2009 Interlocal Agreement for Waterfowl Management Program.

BACKGROUND DISCUSSION:
The purpose of the Waterfowl Management Program is an ongoing resource management activity attempting to maintain a manageable number of birds on a year-to-year basis. Working in collaboration with Wildlife Services of the U.S. Department of Agriculture and the participating agencies enhances the region's ability to monitor and work with our local population of Canada geese. Components of the program attempt to alleviate human health and safety concerns including: negative impacts on water quality, safety from sickness and disease for park patrons, and reduction in property damage within recreational areas of King County.

The agreement provides joint funding to contract with Wildlife Services to manage the Canada geese population within King County. The program includes an egg addling, lethal control, population monitoring and census of Canada Geese within King County.

2009 will be the 17th year of the program. The City of Kirkland has been an integral partner with Seattle, Bellevue, Kent, Mercer Island, Renton, Sea-Tac, Woodinville, Mountlake Terrace, Tukwila, University of Washington and the Port of Seattle/Seattle-Tacoma International Airport since the program's inception.

COMPSENSATION
The City's contribution will be limited to $1,912. Funding for this partnership is identified in the Park Maintenance division budget.

Attachments:
Resolution
Interlocal Agreement

RESOLUTION R-4752

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE SEATTLE DEPARTMENT OF PARKS AND RECREATION, THE UNIVERSITY OF WASHINGTON, THE PORT OF SEATTLE, CHATEAU STE. MICHELLE WINERY ESTATES, THE CITIES OF BELLEVUE, KENT, RENTON, SEATAC, MERCER ISLAND, MOUNTLAKE TERRACE, WOODINVILLE AND KIRKLAND TO MANAGE WATERFOWL.

WHEREAS, the various agencies desire to manage waterfowl, especially Canada Geese; and

WHEREAS, all parties require assistance from the Wildlife Services Program of the U.S. Department of Agriculture, to reduce negative impacts on water quality, minimize resource damage, ensure safety from disease for park visitors, and enhance other property managed; and

WHEREAS, information dating to a 1989 Waterfowl Research Project done by the University of Washington and current data indicates a large surplus of geese and other waterfowl species in the greater Seattle area; and

WHEREAS, this agreement will authorize a program for ongoing resource management activity to attempt to maintain a manageable number of birds on a year-to-year basis; and

WHEREAS, the cities and other local government units are authorized to enter into this Agreement pursuant to RCW Chapter 39.34, the Interlocal Cooperation Act;

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City an interlocal agreement substantially similar to the Agreement attached hereto as Exhibit A.

Passed by majority vote of the Kirkland City Council in open meeting this _____ day of _____, 2009.

Signed in authentication thereof this ____ day of _____, 2009.

_____
MAYOR

Attest:

_____
City Clerk

For Your Action

2009 Interlocal Agreement for Waterfowl (Canada Goose) Management Program

Please Note:

Final Form Ready for Your Submittal for Signature and Funding Authorization

2009 INTERLOCAL AGREEMENT FOR WATERFOWL (CANADA GOOSE) MANAGEMENT PROGRAM

WHEREAS, Chapter 39.34.040 RCW (Interlocal Cooperation Act) permits local government units to make the most efficient use of their powers by enabling them to communicate and cooperate with other localities on a basis of mutual advantage and thereby to provide services in a manner pursuant to forms of government organization that will accord best with recreational, park and natural resources and other factors influencing the needs and development of local communities and

WHEREAS, the various agencies, cities, counties, Washington State and agencies of the Federal Government listed in Exhibit A - Page 6 of this Agreement, desire to manage waterfowl, especially Canada Geese; and

WHEREAS, all parties require assistance from the Wildlife Services Program of the U.S. Department of Agriculture, to reduce negative impacts on water quality, minimize resource damage, ensure safety from disease for park visitors, and enhance other property managed; and

WHEREAS, yearly surveys by Wildlife Services indicates an increasing population trend for Canada geese in Lake Washington from the previous 6 years, expanding smaller groups of geese in surrounding areas and along Puget Sound, earlier pairing and nesting activity and a larger surplus of other waterfowl species in the Seattle area; and

WHEREAS, this program will be an ongoing resource management activity attempting to maintain a manageable number of birds on a year-to-year basis; and

NOW, THEREFORE, in consideration of the covenants herein, it is mutually agreed as follows:

SECTION I - PURPOSE

The purpose of this Agreement is to provide joint funding for an egg addling program, lethal control, population monitoring and census; mainly of Canada Geese, within King and Snohomish Counties.

This program will assist each party in communicating, maintaining, and managing public and selected and approved private site impacts of surplus waterfowl.

SECTION II - SCOPE OF PROGRAM

Wildlife Services (WS) will receive funds from each participating member for the continuation of an egg addling program, lethal control and evaluation during spring and summer 2009.

Using best management practices WS will carry out an egg addling program, seeking as many accessible nesting areas as possible and will make every effort to minimize damage to the surrounding environment.

With the assistance of Wildlife Services, the WMC members will establish a yearly program to increase monitoring activities that will enhance our location and access of nests on public and private land and to facilitate expanded egg addling program, including advertisement of an addling and nesting location hotline number for the general public and others, posters and webpage advertising and other activities to keep the public well informed of the Waterfowl Management Program.

WS will also implement a program of "lethal control" as requested by the Waterfowl Management Committee, subject to the terms and conditions of a permit to be issued by the U.S. Fish and Wildlife Service. This will be done on a case by case basis in situations where an over population of Canada geese may result in an impact on human health and safety, such as potable water contamination, bird aircraft strikes, disease transmission or other situations as determined by WMC members.

To request lethal removal, WMC members must contact the WS District Supervisor or Assistant District Supervisor at 360-337-2778. WS will work with the member agency to determine if removal is warranted and if the location is suitable for removal operations.

WS will provide an annual report to the members of the WMC which will include information regarding egg addling, the general location of nests and number of eggs addled, number of geese removed, difficulties encountered and whatever other information would be valuable to the WMC.

2009 will be the sixteenth year of an egg addling program and the eighth year utilizing "lethal control". All methods and tools utilized to accomplish addling and "lethal control" activities in 2008 will again be used in 2009.

WS will conduct a standardized monthly goose population survey of selected area parks and will annually conduct up to six goose surveys of Lake Washington by boat. As in previous years, census counts will be expanded using staff from local agencies and participants at times and places to be specified. Survey results will be presented annually to the WMC.

Where possible, educational programs such as ‘don’t feed wildlife’ and interpretive signage will be initiated to inform the public about urban Canada Geese, the associated problems, and the efforts of this committee at addressing those problems.

SECTION III - RESPONSIBILITIES

Each party, represented on the Waterfowl Management Committee, as shown on Exhibit "A", and incorporated by reference herein, will share in the ongoing review of the programs carried out by WS.

Each party agrees that if necessary, an Oversight Committee will be appointed to monitor and report back to the general committee on a regular basis. Three members of the Committee will make up the Oversight Committee chaired by the Seattle Parks and Recreation representative.

SECTION IV - COMPENSATION

The total cost of the 2009 waterfowl management program shall not exceed twenty four thousand, five hundred forty-five dollars ($25,444).

Each party shall contribute to the financial costs of the program as shown in Table I.

SECTION V - TERM AND EXTENSION

The Term of this Agreement is from January 1, 2009 to December 31, 2009. This Agreement may be extended in time, scope or funding by mutual written consent from all parties referenced herein.

SECTION VI - TERMINATION

This agreement may be unilaterally terminated by any of the parties referenced herein or Wildlife Services upon presentation of written notice to the Oversight Committee at least 30 days in advance of the severance date shown in Section V.

Should termination of this agreement occur without completion of the egg addling, each party shall pay only its' pro rata share of any expenses incurred under the agreement at the date of the termination, and each party shall receive copies of all products resulting from the addling activities up to the time of the termination.

SECTION VII - DELIVERABLE

Using best management practices Wildlife Services will carry out an egg addling program, seeking as many accessible nesting areas as possible and will make every effort to minimize damage to the surrounding environment. Field conditions or changing conditions may increase or decrease the number of eggs addled from previous years' totals. Eggs will be coated with vegetable oil on dates to be determined by USDA-Wildlife Services.

Lethal control will be implemented as requested and the total numbers are established by the U.S. Fish and Wildlife Service Permit.

Participants will receive a report on the number of eggs addled and geese euthanized in 2009.

SECTION VIII - FILING

As provided by RCW 39.34.040, this agreement shall be filed prior to its entry and force with the City or County Clerks of the participating parties, the County Auditor and the Secretary of State, and, if found to be necessary, with the State Office of Community Affairs as provided by RCW 39.34.120.

SECTION IX - LIABILITY

Each party to this agreement shall be responsible for damage to person or property resulting from the negligence on the part of itself, its employees, its agents or its officers. No party assumes any responsibility to another party for the consequences of any act or omission of any person, firm, or corporation not at party to this agreement.

EXHIBIT A

2009 WATERFOWL MANAGEMENT COMMITTEE PARTICIPANTS

City of Bellevue…….Pat Harris

City of Kent – Riverbend Golf Course……..Dave Owen

City of Kirkland…….....Jason Filan

City of Mercer Island……Keith Kerner

City of Mountlake Terrace……Don Sarcletti

Port of Seattle – Seattle-Tacoma International Airport……Steve Osmek

City of Renton…….Terrence Flatley

Chateau Ste Michelle Winery Estates……. Sandy Johnson

City of SeaTac……Roger Chouinard

City of Tukwila – Foster Golf Links……...Curt Chandler

City of Woodinville……...Brian Meyer

Seattle of Parks and Recreation…….....Barbara DeCaro

University of Washington……Charles Easterberg

U.S.D.A. Wildlife Services…..……...…… Roger Woodruff

U.S. Fish and Wildlife Service…….....Brad Bortner

TABLE I

AGENCIES	CONTRIBUTIONS
City of Bellevue	1912
City of Kent	1912
City of Kirkland	1912
City of Mercer Island	1912
City of Mountlake Terrace	1912
Port of Seattle – Sea-Tac Airport	1912
City of Renton	1912
Chateau Ste Michelle Winery Estates	1912
City of SeaTac	1912
City of Tukwila	1912
City of Woodinville	1912
Seattle Department of Parks and Recreation	2500
University of Washington	1912

All checks will be made payable to the USDA-APHIS-WS, earmarked for the Wildlife Services and sent to the following addresses:

Mr. Roger Woodruff
State Director -Wildlife Services Program
U.S. Department of Agriculture
720 O'Leary Street Northwest
Olympia, Washington 98502
(360) 753-9884

In case of procedural questions regarding this project, please contact:

Roberta Bushman, Administrative Officer
Wildlife Services Program
(360) 753-9884 FAX: 753-9466

For questions regarding implementation of control measures and census, please contact:

District Supervisor 360-337-2778

SECTION X. - SEVERABILITY

...If any section of this agreement is adjudicated to be invalid, such action shall not affect the validity of any section so adjudged.

This agreement shall be executed on behalf of each party by its authorized representative. It shall be deemed adopted upon the date of execution by the last so authorized representative. This agreement is approved and entered into by the undersigned county and local government units, university and other private parties.

Chateau Ste. Michelle Winery Estates By:_____ Tom Rolland, Executive Committee Date:_____	**City of SeaTac** By: _____ Calvin Hoggart, City Manager Date: _____
City of Bellevue By: _____ Patrick Foran, Director of Parks and Community Services Date:_____	**City of Woodinville** By: _____ Donald D. Rose, City Manager_ Date: _____
City of Kent By:_____ John Hodgson, Director Date: _____	**Port of Seattle – Seattle-Tacoma International Airport** By:_____ Steve Osmek, Wildlife Program Manager Date: _____
City of Kirkland By: _____ Jennifer Schroder, Director, Parks and Community Services Date: _____	**Seattle Department of Parks and Recreation** By: _____ Timothy Gallagher, Superintendent Date: _____
City of Mercer Island By:_____ Rich Conrad, City Manager Date:_____	**City of Tukwila** By:_____ Bruce Fletcher, Parks and Recreation Director Date: _____
City of Mountlake Terrace By: _____ John J. Caulfield, City Manager Date: _____	**University of Washington** By: _____ Karen VanDusen Director of Env. Health & Safety Date: _____
City of Renton By: _____ Denis Law, Mayor Date: _____	