

SALEM COUNTY IMPROVEMENT AUTHORITY

RESOLUTION 2022-105

December 8, 2022

**RESOLUTION OF THE SALEM COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING A CONTRACT WITH THE USDA FOR BIRD DEPREDAATION**

WHEREAS, in furtherance of the Salem County Improvement Authority's ("SCIA") efforts to reduce the number of birds congregating at the landfill and feeding on the waste, SCIA has reached out to the United States Department of Agriculture ("USDA") for advice and assistance; and

WHEREAS, the USDA is able to provide lethal and non-lethal direct management activities to assist landfill personnel in the implementation of the bird control plan; and

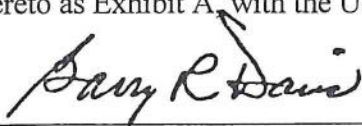
WHEREAS, Landfill Manager Parker Smith conducted due diligence by investigating various bird control methods and the cost of each, and has determined that the USDA provides the most efficient and economical method of bird control for SCIA's needs; and

WHEREAS, in no event will the cost the bird control exceed \$8,000 in accordance with the contract attached hereto as Exhibit A and

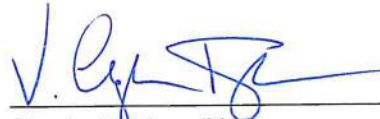
WHEREAS, funds are available in the full amount of the purchase price of the bird control and same have been certified by the Certifying Financial Officer:

Account Number	Amount	Department Description
01-05-120-514	\$8,000	Special Projects

NOW THEREFORE, BE IT FURTHER RESOLVED by the Salem County Improvement Authority that the Executive Director be authorized to execute the contract attached hereto as Exhibit A, with the USDA to engage their services for bird control.



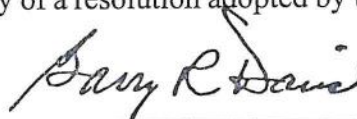
Barry Davis, Secretary



Cordy Taylor, Chairman

CERTIFICATION

I hereby certify the above to be a true copy of a resolution adopted by the SCIA at a regular meeting held on December 8, 2022.



Barry Davis, Secretary

COOPERATIVE SERVICE AGREEMENT
between
SALEM COUNTY IMPROVEMENT AUTHORITY (SCIA) and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project as described in the attached Work Plan.

ARTICLE 2

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

APHIS-WS and the Cooperator agree:

1. The Cooperator will provide payment upon receipt of monthly/quarterly bill to “USDA, APHIS” in the amount of \$ 7,282.
2. 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.
3. 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.
4. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management services that the Cooperator is seeking from APHIS-WS.
5. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

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 APHIS-WS upon failure of Congress to so appropriate. This agreement also may be reduced or terminated if Congress only provides APHIS-WS 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 that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680).

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.

This agreement shall become effective January 2, 2023 and shall continue until January 31, 2023. 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, provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

As required by Debt Collection Improvement Act of 1996:
Cooperator’s Tax ID No. (unless Over-the-Counter CSA): 22-2173884
APHIS-WS’s Tax ID: 41-0696271

Salem County Improvement Authority
Julie Acton, Executive Director
286 Welchville Road
Alloway, NJ 08001
jacton@scianj.org

APHIS-WS New Jersey Program
140 C Locust Grove Road
Pittstown, NJ 08867

Cooperator’s Signature	Date	Aaron Guikema, State Director	Date
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WORK PLAN

Wildlife Species: Gull sp. (*Larus* sp.), American Crow (*Corvus brachyrhynchos*), European Starling (*Sturnus vulgaris*), Turkey Vulture (*Cathartes aura*) and Black Vulture (*Coragyps atratus*)

Description of Damage: Multiple bird species are congregating at the site and attempting to feed on waste during landfilling operations. The NJ Department of Environmental Protection, Division of Solid Waste is requiring a reduction in bird numbers at the site.

Location: Salem County Landfill, Alloway NJ

Services Provided: APHIS WS will conduct non-lethal and lethal direct management activities to assist landfill personnel in the implementation of SCIA's bird control plan.

APHIS-WS and SCIA Agree:

1. SCIA will coordinate with APHIS-WS before responding to media and public requests or posting information to social media pertaining to wildlife damage management activities and will provide a spokesperson to respond to information requests concerning such activities.
2. APHIS WS will provide up to ten days of operational assistance to SCIA.
3. APHIS WS will conduct activities at SCIA property.
4. Target species will be euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized animals may be sampled and tested in accordance with APHIS WS disease surveillance protocols.

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		5,009.00
Travel		
Vehicles		527.00
Other Services		
Supplies and Materials		191.00
Equipment		
Subtotal (Direct Charges)		5,727.00
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	630.00
Indirect Costs	16.15%	925.00
Aviation Flat Rate Collection		
Agreement Total		7,282.00
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$7,282.00.		

Financial Point of Contact/Billing Address:

Salem County Improvement Authority

Name: _____

Address: _____

Phone Number: _____

Email: _____

APHIS-WS New Jersey State Office

Lisa Spinelli, Budget Analyst
 140 C Locust Grove Road
 Pittstown, NJ 08867
 lisa.l.spinelli@usda.gov
 908-735-5654

Purchase orders, if applicable, should be submitted to APHIS-WS contact above.