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COOPERATIVE SERVICE AGREEMENT (CSA)
between
TOWNSHIP OF MOUNT LEBANON (TOWNSHIP)
and the
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this CSA is to cooperate in a wildlife damage management project, as described in the WORK PLAN on the following page.

ARTICLE 2

APHIS WS has statutory under the Act of March 2, 1931, (46 Stat. 1468; 7 U.S.C.426-426b), as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c), for the Secretary of Agriculture to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations and institutions in the control of wild mammals and birds that are reservoirs for zoonotic diseases and injurious or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife and public health and safety.

ARTICLE 3

APHIS WS and TOWNSHIP agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. TOWNSHIP will reimburse the U.S. Department of Agriculture the sum of **\$3,333.00** to cover the costs as outlined in the FINANCIAL PLAN. Payment will be made by check payable to "USDA APHIS" by a mutually agreed upon date.
3. TOWNSHIP ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal Debt.
4. The monies received by APHIS WS will be used for wildlife damage management activities and upon termination of the CSA any unexpended funds will be retained by APHIS WS and used on similar program activities.
5. All activities will be conducted in accordance with applicable Federal, State, and local laws and regulations.
6. Nothing in this CSA 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 CSA.
7. TOWNSHIP certifies that wildlife management options, including the use of services provided by the private sector, have been carefully considered. After considering these options, TOWNSHIP requests that APHIS WS provide its services under the stated terms of this CSA.
8. The performance of wildlife damage management actions by APHIS WS under this CSA 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. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

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 CSA or to any benefit to arise therefrom.

ARTICLE 5

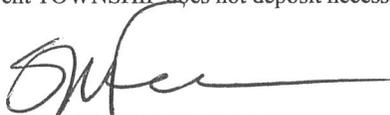
APHIS assumes no liability for any actions or activities conducted under this CSA except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401 (b), and 2671-2680).

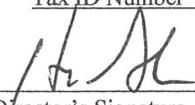
ARTICLE 6

The CSA shall become effective August 21, 2006 and shall continue in effect until December 31, 2006. This CSA may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event TOWNSHIP does not deposit necessary funds, APHIS WS is relieved of the obligation to provide services under this CSA.

TOWNSHIP
 Thomas Kelley
 Township of Mount Lebanon
 710 Washington Road
 Pittsburgh, PA 15228
 (412) 343-3869

USDA APHIS WS
 Harris Glass, State Director
 USDA APHIS WS
 PO Box 60827
 Harrisburg, PA 17106-0827
 (717) 236-9451

 8-16-06
 Cooperator's Signature Date

Tax ID Number 25-6002218
 9-1-06
 State Director's Signature Date

WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for Wildlife Services (WS) are the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426-426b) and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The WS program uses an Integrated Wildlife Damage Management (IWDM) approach (referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the WS Program Final Environmental Impact Statement. These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Wildlife Species: White-tailed deer

Description of Damage

Overabundance of White-tailed deer within the Township resulting in increased deer-vehicle collisions and property damage.

Location: Pittsburgh, Allegheny County, PA

Services Provided

APHIS WS will work in a collaborative effort with TOWNSHIP representatives to complete an application for deer control. Political subdivision permits are provided by the Pennsylvania Game Commission (PGC). According to the requirements established by the PGC, APHIS WS will provide the following services: (1) APHIS WS, with assistance from TOWNSHIP GIS personnel will create a map showing the boundaries of the area being considered for culling. This map will indicate the land use within the area, cover types, huntable areas, damage areas, deer concentration areas, safety zones and proposed control areas within the municipal boundary; (2) Using information collected during the deer density surveys as well as other information collected from adjacent townships, APHIS WS will draft a deer management plan that will be submitted with the application. The deer management plan will be written according to PGC standards and shall include all necessary information for consideration of the application; (3) APHIS WS will substantiate the background and scope of the deer problem and include alternative approaches to the problem and propose what action is recommended to be taken under the permit.

APHIS WS will coordinate all activities with TOWNSHIP and PGC representatives to expedite the process and ensure maximum cooperation among the agencies. Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of this program.

FINANCIAL PLAN

Personnel Costs	\$2,480
Vehicle Usage	\$120
Supplies & Equipment	\$150
Uniform/Equipment Capitalization Cost	\$138
Program Services	\$445

TOTAL COST \$3,333.00

The distribution of the Budget from this project FINANCIAL PLAN may vary as necessary to accomplish the purpose of this CSA but may not exceed the TOTAL COST of **\$3,333.00**.

Financial Point of Contact

TOWNSHIP: Thomas Kelley

412-343-3869
Phone

APHIS WS: Sandra Vinson
Budget Technician

717-236-9451
Phone