



(b) (6)  
(b) (6) BENDPARKSANDRE  
C.ORG>

06/11/2007 08:52 AM

To (b) (6) ci.portland.or.us>

cc "Dave Williams" <David.E.Williams@aphis.usda.gov>

bcc

Subject Geese

(b) (6)

I understand you have Canada geese issues. How might we help you? We have wrestled with this for many years. Right now we have a contract with USDA Wildlife Services who have developed a management plan. This year they used Ovo-control, a birth control agent, to limit reproduction. This alone won't solve the problem that there are simply too many geese. But before we can do any actual reduction in their numbers we must first prove they indeed have exceeded the carrying capacity of the resource. So they are trapping, banding and releasing birds and will monitor their movements and habits, documenting damage in the parks and golf courses, etc. This was mandated by ODFW. As you might expect this is fairly complicated. I would encourage you to contact Dave Williams at USDA Wildlife Services. I am copying him with this e mail. Hope this helps.

(b) (6)

Natural Resource Manager  
Bend Metro Park and Recreation District  
541 388 5435



(b) (6)  
(b) (6) BENDPARKSANDRE  
C.ORG>

02/12/2007 03:58 PM

To <David.E.Williams@aphis.usda.gov>

cc <Michael.T.Slater@aphis.usda.gov>

bcc

Subject New idea

Dave

Last week I was contacted by (b) (6) GSI Horticultural. I guess they make chemical products for the horticultural industry. One of their products is called Moistrin. From what he told me it sounds like it acts as an anti-desiccant. Evidently, they have discovered that if they apply it right after a pesticide has been applied it increases the efficacy by keeping more of the pesticide on the plant, keeping it from being washed away. I guess it forms a film over the plant it is applied to. Anyway, he says he is combining a "bittering agent" with it and it discourages geese from grazing. OSU, according to Jim, says that while this may not be perfect and irrigation still will have an effect, it works better or at least lasts longer than any other repellent so far. He says it doesn't require EPA registration and the bittering agent is approved by FDA. Of course he would like to try it out in our parks. This may have real potential but I would defer to you guys for evaluation.

Contact information: GSIHorticultural.com

(b) (6)

Its probably worth checking into. Let me know what you think. I haven't had a chance to look at the website yet in detail but it looks like a legitimate deal.

(b) (6)



(b) (6)  
(b) (6) BENDPARKSANDRE  
C.ORG>

02/05/2007 01:17 PM

To <David.E.Williams@aphis.usda.gov>,  
<Michael.T.Slater@aphis.usda.gov>  
cc <e(b) (6) f@cox.net>, <(b) (6) @blackbutteranch.com>, (b) (6)  
(b) (6) BENDPARKSANDREC.ORG>, (b) (6)  
(b) (6) @BENDPARKSANDREC.ORG>

bcc

Subject RE: OvoControl permits

EXCELLENT! Thanks Dave.

**From:** David.E.Williams@aphis.usda.gov [mailto:David.E.Williams@aphis.usda.gov]  
**Sent:** Monday, February 05, 2007 12:39 PM  
**To:** Michael.T.Slater@aphis.usda.gov  
**Cc:** (b) (6) @cox.net; (b) (6) Stell; (b) (6) @blackbutteranch.com  
**Subject:** OvoControl permits

Hello all:

I received the following up date from Tami Tate-Hall, USFWS Permits. It is good news, which should give us the confidence to order product for the baiting at Black Butte and Bend Park's.

Sorry (b) (6) I was out all last week unexpectedly.

The collecting permit will go out this week, and if the ovo control for Bend does not get out this week, early next week. Just shoveling through screens of email and mail to pick out what needs to happen right away.

Tami



(b) (6)  
<paul@BENDPARKSANDRE  
C.ORG>

01/24/2007 11:33 AM

To <David.E.Williams@aphis.usda.gov>

cc <e(b) (6) i@cox.net>, <Michael.T.Slater@aphis.usda.gov>,  
(b) (6) BENDPARKSANDREC.ORG>, (b) (6)k  
(b) (6) BENDPARKSANDREC.ORG>

bcc

Subject RE: F&WS Permit Application

History:

✉ This message has been replied to.

All

Our application has been faxed. Original is in the mail. Just finished an interview with KTVZ about Ovo-control and the program in general. It went as well as it could and I also remain optimistic. At least they took the time to sit down with us to gain better understanding and didn't just come out guns a blazing. If anyone wants to see (b) (6) trying really hard not to stick his foot in his mouth check out KTVZ.com after the news tonight.

(b) (6)

**From:** David.E.Williams@aphis.usda.gov [mailto:David.E.Williams@aphis.usda.gov]  
**Sent:** Wednesday, January 24, 2007 11:08 AM  
**To:** (b) (6)  
**Cc:** (b) (6)@cox.net; Michael.T.Slater@aphis.usda.gov  
**Subject:** RE: F&WS Permit Application

FYI to all:

I talked to Nancy Gilbert, USFWS Endangered Species this morning. While she had not heard from Tami in the USFWS Permit Office yet she did make it sound like she could help us get this permit issued by doing what she needs to do in a timely fashion. She only mentioned Bull Trout as a T&E issue but said it was a not likely to adversely effect situation.

I completed a Form 37 and FAXED it to (b) (6) and I'm mailing the original (b) (6) today.

I will remain optimistic that Tami will get the Scientific permit for Black Butte Ranch and the Depredation permit for Bend Parks out in time for us to do some good.

Dave

(b) (6)  
(b) (6) BENDPARKSANDREC.ORG>

01/23/2007 11:59 AM

To (b) (6)@cox.net>  
cc "Dave Williams" <David.E.Williams@aphis.usda.gov>,  
<Michael.T.Slater@aphis.usda.gov>  
SubjeRE: F&WS Permit Application  
ct

Thanks Erick that's a big help. Time is not something I have a lot of today.

(b) (6)

**From:** (b) (6) [redacted]@cox.net]  
**Sent:** Tuesday, January 23, 2007 11:44 AM  
**To:** (b) (6) Stell  
**Cc:** Dave Williams; Michael.T.Slater@aphis.usda.gov  
**Subject:** F&WS Permit Application  
**Importance:** High

(b) (6)

Apparently there has been some confusion in the processing of the F&WS depredation permit for Bend Metro Parks. The problem can be resolved quickly by completing the attached form (pdf file).

The first document is the actual F&WS permit application form. You must complete Sections "B" and "C" with the details for Bend Metro Parks (click "highlight fields"). The Parks Authority is a local government agency and the permitting fees are waived.

In order to avoid reinventing any wheels, we have already prepared recommended draft text for the questions in Section "D". This document is attached as a Word file. Please revise or edit the text at your discretion.

Once completed, please send both documents to Tami Tate-Hall at Portland F&WS by email,

[Tami\\_TateHall@fws.gov](mailto:Tami_TateHall@fws.gov)

An original, signed application should follow in the mail. We do not have a lot of time, so the two documents should be sent to Tami today if at all possible.

Dave agreed to give you a call to help on any remaining questions. You can also call me at 858.759.8012 if you cannot reach Dave.

Thanks,

Erick



(b) (6)  
(b) (6) BENDPARKSANDRE  
C.ORG>

01/23/2007 11:59 AM

To (b) (6) @cox.net>

cc "Dave Williams" <David.E.Williams@aphis.usda.gov>,  
<Michael.T.Slater@aphis.usda.gov>

bcc

Subject RE: F&WS Permit Application

History: This message has been replied to.

Thanks Erick that's a big help. Time is not something I have a lot of today.

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**From:** (b) (6) @cox.net]  
**Sent:** Tuesday, January 23, 2007 11:44 AM  
**To:** (b) (6) Stell  
**Cc:** Dave Williams; Michael.T.Slater@aphis.usda.gov  
**Subject:** F&WS Permit Application  
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[Tami\\_TateHall@fws.gov](mailto:Tami_TateHall@fws.gov)

An original, signed application should follow in the mail. We do not have a lot of time, so the two documents should be sent to Tami today if at all possible.

Dave agreed to give you a call to help on any remaining questions. You can also call me at 858.759.8012 if you cannot reach Dave.

Thanks,

Erick



(b) (6) @bendparksandrec.org>  
07/07/2010 01:04 PM

To "david.e.williams@aphis.usda.gov" <david.e.williams@aphis.usda.gov>,  
"Michael.T.Slater@aphis.usda.gov" <Michael.T.Slater@aphis.usda.gov>,  
"jeffrey.f.@aphis.usda.gov" <jeffrey.f.@aphis.usda.gov>,  
cc (b) (6) Stell <(b) (6) bendparksandrec.org>

bcc

Subject BEND'S GOOSE MANAGEMENT PROGRAM

History:  This message has been replied to and forwarded.

ALL,

At our board meeting last night I gave a historical update on where we started in 1980's and where we are today delivering frozen goose meat to needy at shelters. I want to share briefly feedback from our board of directors.

They have been supportive of all steps that have been taken. That includes the partnerships that we have developed with ODFW, USDA-WS, USHS, Geese Peace etc., Those partnerships have lead to the success of this program, even though we still have work to do. We have used approximately 25 different methods to haze to move them on.

The board is comfortable that we all took this plan seriously knowing that there would be differing points of view and emotions may run high. The support from the community to take this program all the way to lethal methods has been a clear direction from the over whelming majority. We still regularly hear we want to take back our parks so they are useable.

We know that this is a journey of several years to find a acceptable carrying capacity that citizens expect.

Thank you for your support. We look forward to continuing these partnerships. Please share this with others in your organization who also are part of this success and I have missed here.

(b) (6)



1675 SW Simpson Bend, OR 97702

Office: (541) 388-5435

(b) (6)

FAX: (541) 388-3613

[www.bendparksandrec.org](http://www.bendparksandrec.org)

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74 parks | 56 miles of trail | 770 different recreation programs

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David E Williams/OR/APHIS/USDA

07/07/2010 01:38 PM

To (b) (6) bendparksandrec.org>

cc Michael T Slater/OR/APHIS/USDA@USDA

bcc

Subject Re: BEND'S GOOSE MANAGEMENT PROGRAM 

Thanks for sharing <sup>(b) (6)</sup>. We are pleased to be part of a goose management plan that has the support of the majority of the Bend community. Your Parks Manager, (b) (6) has been a very conscientious public lands manager when it comes to trying to manage the parks for all members of the community while being sympathetic to those that enjoy geese in the parks. The Board's decision to implement the lethal component of the goose management plan that integrates several non-lethal methods was clearly made with an appreciation for the public's sensitivity of the situation and tireless efforts to avoid lethal control.

David E. Williams  
State Director- Oregon  
USDA-APHIS-Wildlife Services  
6135 NE 80th, Suite A-8  
Portland, OR 97218  
phone (503) 326-2346  
Fax 326-2367  
david.e.williams@aphis.usda.gov

**WORK AND FINANCIAL PLAN**  
**between**  
**BEND METRO PARKS (COOPERATOR)**  
**and**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE**  
**WILDLIFE SERVICES (APHIS-WS)**  
**for**  
**July 1, 2010 through June 30, 2011**

In accordance with Cooperative Service Agreement No. 10-73-41-5873-RA between Bend Metro Parks and Recreation Association (BMPRD) and the United States Department of Agriculture - Animal and Plant Health Inspection Service Wildlife Services (APHIS-WS), this Work Plan defines the objectives, plan of action, resources and budget for Canada goose control and control of damage or conflict caused by other species of wildlife conducted from July 1, 2010 through June 30, 2011.

**I. OBJECTIVES/GOALS**

The objective of this plan is to provide for WDM in order to allow BMPRD to meet goals of providing an aesthetic and healthy working and recreational environment to visitors by reducing Canada goose droppings, and to reduce damage to BMPRD recreational areas caused by Canada goose feeding activity. In addition, APHIS-WS will respond to requests by BMPRD for control of damage or conflict caused by other species of wildlife.

The involvement of APHIS-WS with BMPRD is to provide professional WDM assistance to reduce or eliminate wildlife damage and conflicts on grounds managed by BMPRD. In order to accomplish this objective, APHIS-WS will assist BMPRD by implementing wildlife damage management activities. Cooperative efforts between APHIS-WS and BMPRD will maximize resources to accomplish the goals of this plan. APHIS-WS will address the requirements of the National Environmental Policy Act (NEPA).

**II. PLAN OF ACTION**

The objectives of the WDM project will be accomplished in the following manner:

1. APHIS-WS may implement non-lethal Canada goose management techniques including, but not limited to, repellent use on test plots and with sprayer or fogger, experimentation with electronic harassment devices, trials using a hand-held laser or other new products. This activity may be implemented at any time of the year and will be coordinated with BMPRD to ensure that these activities do not conflict with BMPRD or other APHIS-WS operations. This activity will be conducted if funding allows.
2. APHIS-WS may, pursuant to consultation with BMPRD, reduce spring-time recruitment of juvenile geese with the use of OvoControl G goose contraception bait or by addling or oiling. Such work will be conducted, at this time, under a Depredation Permit issued by the U.S. Fish and Wildlife Service to APHIS-WS. Use of OvoControl G requires daily treatments for approximately 3 months and will occur if funding allows. This will likely require additional funding pursuant to an amendment of this financial plan. However, within the scope of this work and financial plan, APHIS-WS will be aggressive with

finding goose nests on and adjacent to BMPRD properties and oiling the eggs of Canada goose nests.

3. APHIS-WS will update BMPRD's Goose Management Plan and facilitate the transfer of information from the plan to BMPRD management. Related to this, APHIS-WS will assist BMPRD in formulating goose control plans to include providing technical assistance during BMPRD public meetings that discuss such control work. APHIS-WS will also provide follow up survey information to support the updated goose management plan.
4. When approved by the Oregon Department of Fish and Wildlife (ODFW), juvenile Canada geese may be relocated to specified sites. Upon approval from ODFW, adult Canada geese may be captured and euthanized if funding allows. If such control occurs, priority will be given to donate carcasses to local food shelters.
5. APHIS-WS will assist BMPRD by responding to requests from BMPRD managers regarding damage or conflict from any other wildlife or feral animal. APHIS-WS response will utilize effective and efficient damage control methods. Such complaints may include, but are not limited to, damage caused by beaver or field rodents.
6. The APHIS-WS State Office, located in Portland, Oregon (503) 326-2346 will be responsible for the overall supervision and administration of this agreement and program activities performed under this agreement.
7. APHIS-WS will bill the Cooperator at quarterly intervals. In accordance with Debt Collection Improvement Act (DCIA) of 1996, bills issued by APHIS-WS are due and payable within 30 days of receipt.
8. This Work and Financial Plan is valid from July 1, 2010 through June 30, 2011, at which time a new Work and Financial Plan will be developed for the following year.

### **III. PROCUREMENT**

APHIS-WS will provide a vehicle, initial supplies and equipment. Cooperator understands that additional supplies and equipment may need to be purchased under this agreement to replace consumed, damaged or lost supplies/equipment. Any items remaining at the end of the work year will remain in the possession of APHIS-WS.

### **IV. STIPULATIONS AND RESTRICTIONS**

APHIS-WS will cooperate with the Oregon Department of Agriculture, Oregon Fire Marshal's Office, Oregon Department of Fish and Wildlife (ODFW), and the U.S. Fish and Wildlife Service (FWS) to ensure compliance with Federal, State and local laws and regulations.

V. COST ESTIMATE FOR SERVICES

Salary & Benefits/Vehicle/ Travel	\$19,833.00
Vehicle	2,480.00
Travel	0.00
Supplies	1,839.00
Program Support	2,656.00
Total	\$26,808.00

Note: The Work Plan budget distribution may vary as necessary to accomplish the purpose of this Agreement but may not exceed the aggregate total above.

Recommended by: David E. Wellman  
State Director, USDA-APHIS-WS

9/29/10  
Date

Approved by: [Signature]  
Director, Western Region  
USDA-APHIS-WS

10/18/10  
Date

Approved by: (b) (6)  
Authorized Representative  
Bend Metro Parks and Recreation District

9-24-10  
Date



United States  
Department of  
Agriculture

Animal and  
Plant Health  
Inspection  
Service

Wildlife  
Services

October 27, 2010

Oregon State Office

6135 NE 80<sup>th</sup> Ave.  
Suite A-8  
Portland, OR 97218  
(503) 326-2346

Mr. Don Horton  
Bend Metro Parks & Recreation District  
799 SW Columbia Street  
Bend, OR 97702

Dear Mr. Horton:

Enclosed is a fully executed copy of the FY 2011 Work Plan/Proposed Budget between USDA, APHIS, Wildlife Services and Bend Metro Parks.

If you have any questions or concerns, please give me a call at 503-326-2346.

Sincerely,

*for* Deborah Stalman  
Budget Analyst

Enclosure



Safeguarding American Agriculture  
APHIS is an agency of USDA's Marketing and Regulatory Programs

An Equal Opportunity Provider and Employer



United States  
Department of  
Agriculture

Animal and  
Plant Health  
Inspection  
Service

Wildlife  
Services

Oregon State Office

6135 NE 80<sup>th</sup> Ave.  
Suite A-8  
Portland, OR 97218  
(503) 326-2346

April 23, 2010

(b) (6) [redacted]  
Bend Metro Parks & Recreation District  
799 SW Columbia Street  
Bend, OR 97702

Dear (b) (6) [redacted]

Enclosed is a fully executed copy of the Agreement and Work/Financial Plan to continue our wildlife damage management program for Bend Metro Parks & Recreation District.

If you have any questions or concerns, please give me a call at 503-326-2346.

Sincerely,

Deborah Stalman  
Budget Analyst

Enclosure



Safeguarding American Agriculture  
APHIS is an agency of USDA's Marketing and Regulatory Programs

An Equal Opportunity Provider and Employer

**COOPERATIVE SERVICE AGREEMENT**  
**REIMBURSABLE**  
between  
**BEND METRO PARKS AND RECREATION DEPARTMENT (COOPERATOR)**  
and  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE**  
**WILDLIFE SERVICES (WS)**

**ARTICLE 1 – PURPOSE**

The purpose of this agreement is to conduct wildlife damage management (WDM) at the Cooperator's facilities caused by Canada geese. Geese are causing damage to landscape caused by excessive feeding behavior or by droppings. Droppings are also a risk to human health and safety. APHIS-WS will survey geese and associated damage, write a management plan, assist the Cooperator with permitting and public meeting requirements, and perform subsequent goose damage control activities.

**ARTICLE 2 - AUTHORITY**

APHIS WS has statutory authority 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, individuals, public and private agencies, organizations, and institutions in the control of wild mammals and birds that are reservoirs for zoonotic diseases, or are injurious or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and public health and safety.

**ARTICLE 3 - MUTUAL RESPONSIBILITIES**

The Cooperator and WS agree:

- a. To confer and plan a wildlife management plan for goose damage management. Based on this consultation, WS will formulate in writing the program work plan and associated budget and present them to the Cooperator for approval.
- b. Each year the Cooperator and APHIS-WS must agree to and sign the annual Work and Financial Plans, which upon execution are incorporated into this Agreement by reference.
- c. When either of the Cooperating parties address the media or incorporate information into reports and/or publications, both Cooperating parties must agree, in writing, to have their identities disclosed when receiving due credit related to the activities covered by this agreement.
- d. 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 - COOPERATOR RESPONSIBILITIES**

The Cooperator agrees:

- a. To designate (b) (6) Bend Metro Parks and Recreation District Natural Resources Manager, 1675 SW

Simpson, Bend, OR 97702 , (541)388-5435, as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement;

- b. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Work and Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the Work and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of service submitted via an invoice within 30 days of the date of the submitted invoice or invoices as submitted by APHIS-WS. Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996. If the Cooperator is delinquent in paying the full amount of the due service costs submitted by APHIS-WS, and/or is delinquent in paying the due late payments, and/or is delinquent in paying the interest, penalties, and/or administrative costs on any delinquent due service costs, APHIS-WS will immediately cease to provide the respective service associated with the submitted service costs. APHIS-WS will not reinstate or provide the respective service until all due service costs, and/or due late payments, and/or due interest, penalty, and/or administrative costs are first paid in full.
- c. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
- d. As a condition of this Agreement, The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

#### ARTICLE 5 – WS RESPONSIBILITIES

WS agrees:

- a. To designate David E. Williams, Oregon State Director, 6135 NE 80<sup>th</sup> Avenue Suite A-8, Portland, Oregon 97218, (503)326-2346 as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement;
- b. The performance of wildlife damage management actions by WS under this agreement is contingent upon a determination by WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance;
- c. To provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work and Financial Plan referenced in 3.a of this Agreement.
- d. To bill the Cooperator for costs incurred in performing WDM activities as authorized in the approved annual Work and Financial Plan as may be amended.
- e. To notify the Cooperator if costs are projected to exceed the amounts estimated and agreed upon in the Financial Plan. WS will cease providing goods or services until a revision to the Work and Financial Plan, as appropriate, have been agreed to and signed by both parties to this Agreement.
- f. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of WS pertaining to such claims for reimbursement to the extent permitted by Federal laws and regulations.

### ARTICLE 6 – WS CONDITIONS

For costs borne by WS, this agreement is contingent upon the passage of the Agriculture, Rural Development, and Related Agencies Appropriation Act for the current fiscal year from which expenditures may be legally met and shall not obligate APHIS upon failure of Congress to so appropriate. This Agreement also may be reduced or terminated if Congress provides APHIS funds only for a finite period under a Continuing Resolution.

### ARTICLE 7 – ASSURANCES

Nothing in this agreement shall prevent any other State, agency, organization or individual from entering into separate agreements with WS the Cooperator for the purpose of managing wildlife damage.

### ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

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 therefrom.

### ARTICLE 9 – APPLICABLE REGULATIONS

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.

### ARTICLE 10 – LIABILITY

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).

### ARTICLE 11 – AGREEMENT EFFECTIVE DATE

This Agreement shall become effective April 5, 2010 and shall continue through April 4, 2015 This agreement may be amended at any time by mutual agreement of the parties in writing. It may be terminated by either party upon 60 days written notice to the other party. Further, in the event the Cooperator does not for any reason reimburse expended funds, WS is relieved of the obligation to continue any operations under this agreement.

#### AUTHORIZATION:

BEND METRO PARKS AND RECREATION DISTRICT  
Tax Identification Number: 93-0665697

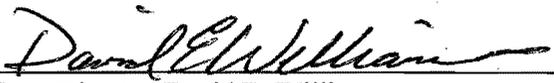
**(b) (6)**

Ed Moore, Director of Park Services

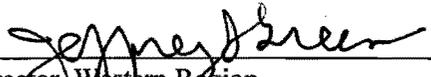
3.16.10  
Date

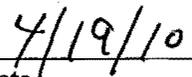
UNITED STATES DEPARTMENT OF AGRICULTURE

ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES  
Tax Identification Number: 41-0696271

  
\_\_\_\_\_  
State Director, David E. Williams

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director, Western Region

  
\_\_\_\_\_  
Date

**WORK AND FINANCIAL PLAN**  
**between**  
**BEND METRO PARKS (COOPERATOR)**  
**and**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE**  
**WILDLIFE SERVICES (APHIS-WS)**  
**for**  
**July 1, 2009 through June 30, 2010**  
**Amendment #1**

In accordance with Cooperative Service Agreement No. 05-73-41-5873-RA between Bend Metro Parks and Recreation District (BMPRD) and the United States Department of Agriculture - Animal and Plant Health Inspection Service Wildlife Services (APHIS-WS), this Work Plan defines the objectives, plan of action, resources and budget for Canada goose control and control of damage or conflict caused by other species of wildlife conducted from July 1, 2009 through June 30, 2010.

**I. OBJECTIVES/GOALS**

The objective of this plan is to provide for WDM in order to allow BMPRD to meet goals of providing an aesthetic and healthy working and recreational environment to visitors by reducing Canada goose droppings, and to reduce damage to BMPRD recreational areas caused by Canada goose feeding activity. In addition, APHIS-WS will respond to requests by BMPRD for control of damage or conflict caused by other species of wildlife.

The involvement of APHIS-WS with BMPRD is to provide professional WDM assistance to reduce or eliminate wildlife damage and conflicts on grounds managed by BMPRD. In order to accomplish this objective, APHIS-WS will assist BMPRD by implementing wildlife damage management activities. Cooperative efforts between APHIS-WS and BMPRD will maximize resources to accomplish the goals of this plan. APHIS-WS will address the requirements of the National Environmental Policy Act (NEPA).

**II. PLAN OF ACTION**

The objectives of the WDM project will be accomplished in the following manner:

1. APHIS-WS may implement non-lethal Canada goose management techniques including, but not limited to, repellent use on test plots and with sprayer or fogger, experimentation with electronic harassment devices, trials using a hand-held laser or other new products. This activity may be implemented at any time of the year and will be coordinated with BMPRD to ensure that these activities do not conflict with BMPRD or other APHIS-WS operations. This activity will be conducted if funding allows.
2. APHIS-WS may, pursuant to consultation with BMPRD, reduce spring-time recruitment of juvenile geese with the use of OvoControl G goose contraception bait or by addling or oiling. Such work will be conducted, at this time, under a Depredation Permit issued by the U.S. Fish and Wildlife Service to BMPRD and/or APHIS-WS. Use of OvoControl G requires daily treatments for approximately 3 months and will occur if funding allows. This will likely require additional funding pursuant to an amendment of this financial plan. However, within the scope of this work and financial plan, APHIS-WS will be aggressive

with finding goose nests on and adjacent to BMPRD properties and oiling the eggs of Canada goose nests.

3. APHIS-WS will update BMPRD's Goose Management Plan and facilitate the transfer of information from the plan to BMPRD management. Related to this, APHIS-WS will assist BMPRD in formulating goose control plans to include providing technical assistance during BMPRD public meetings that discuss such control work. APHIS-WS will also provide follow up survey information to support the updated goose management plan.
4. When approved by the Oregon Department of Fish and Wildlife (ODFW), juvenile Canada geese may be relocated to specified sites. Upon approval from ODFW, adult Canada geese may be captured and euthanized if funding allows. If such control occurs, priority will be given to donate carcasses to local food shelters.
5. APHIS-WS will assist BMPRD by responding to requests from BMPRD managers regarding damage or conflict from any other wildlife or feral animal. APHIS-WS response will utilize effective and efficient damage control methods. Such complaints may include, but are not limited to, damage caused by beaver or field rodents.
6. The APHIS-WS State Office, located in Portland, Oregon (503-326-2346) will be responsible for the overall supervision and administration of this agreement and program activities performed under this agreement.
7. APHIS-WS will cooperate with the Oregon Department of Fish and Wildlife (ODFW) and the U.S. Fish and Wildlife Service (FWS) to ensure compliance with Federal, State and local laws and regulations.
8. APHIS-WS will bill the Cooperator at quarterly intervals. In accordance with Debt Collection Improvement Act (DCIA) of 1996, bills issued by APHIS-WS are due and payable within 30 days of receipt.
9. This Work and Financial Plan is valid from July 1, 2009 through June 30, 2010, at which time a new Work and Financial Plan will be developed for the following year.
10. The purpose of this amendment is to add an additional \$17,500 in funding to the previously approved \$12,000 in total aggregate costs for the work plan period July 1, 2009 to June 30, 2010. All costs charged to BMPRD are for reimbursement of actual costs incurred by APHIS-WS. If additional monies are necessary to complete WDM activities, then this work plan may be amended upon mutual consent by both parties.

### **III. PROCUREMENT**

APHIS-WS will provide vehicles, supplies, and equipment. Supplies and equipment purchased under this agreement will become property of APHIS-WS.

### **IV. STIPULATIONS AND RESTRICTIONS**

APHIS-WS will use only APHIS-WS employees. No other stipulations or restrictions have been requested.

**V. COST ESTIMATE FOR SERVICES**

Original work plans estimates:

Salary & Benefits/Vehicle/ Travel	\$10,000
Equipment/Materials	\$1,000
Administrative Overhead (not-to-exceed 16.15%)	\$1,000
Total	\$12,000

**Budget for Amendment**

Salary & Benefits	\$11,503
GSA Vehicle	2,136
Travel	145
Project Supplies	1,982
Program Support	1,734
Total of Amendment	\$17,500
Total Funds for Work Plan 7/1/09-6/30/10	\$29,500

**Note:** The Work Plan budget distribution may vary as necessary to accomplish the purpose of this Agreement but may not exceed the aggregate total as described in objective/item 11 above.

Recommended by: *Daniel E. Welton*      4/1/10  
State Director, USDA-APHIS-WS      Date

Approved by: *Jerry Green*      4/19/10  
Director, Western Region      Date  
USDA-APHIS-WS

Approved by: (b) (6)      3.30.2010  
Authorized Representative      Date  
Bend Metro Parks and Recreation District



United States  
Department of  
Agriculture

Animal and  
Plant Health  
Inspection  
Service

March 3, 2010

Wildlife  
Services

(b) (6)

Bend Metro Parks & Recreation District  
799 SW Columbia Street  
Bend, OR 97702

Oregon State Office

6135 NE 80<sup>th</sup> Ave.  
Suite A-8  
Portland, OR 97218  
(503) 326-2346

Dear (b) (6):

Enclosed are three copies of the proposed work and financial plan amendment between USDA APHIS WS and Bend Metro Parks for FY09/10. In addition our five year agreement with Bend Metro Parks will be expiring soon. Please sign all three copies of both documents and return to our office. A fully executed copy of each document will be return to you when all parties have signed.

If you have any questions or concerns, please give me a call at 503-326-2346.

Sincerely,

Deborah Stalman  
Budget Analyst

Enclosures

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APHIS is an agency of USDA's Marketing and Regulatory Programs

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Michael T  
Slater/OR/APHIS/USDA  
07/14/2009 09:02 AM

To (b) (6) BENDPARKSANDREC.ORG  
cc Deborah H Stalman/WA/APHIS/USDA@USDA, Jeffrey F  
Amaral/OR/APHIS/USDA@USDA  
bcc  
Subject Bend Metro Parks/ Wildlife Services Workplan

Hi (b) (6)

This is pretty much standard template now, but attached is a "draft" workplan for USDA Wildlife Services work on Bend Metro Parks property this year. For the \$12,000 amount, our priorities are:

1. Update the BMPRD Canada Goose Management Plan (through assimilation of goose survey data from last year)
2. Provide some followup survey/ population monitoring - mostly opportunistically when in the area. This will continue to lend support to the updated goose plan and may include some followup banding if needed (we'll see what ODFW wants down the road).
3. Provide assistance to BMPRD through public processes that relate to discussion of goose management/control plans. This will be in preparation for doing needed goose control.
4. Get aggressive with egg abatement. This includes aggressive nest hunting and egg addling both on BMPRD as well as any adjacent or nearby properties that we believe geese would come from to gather at BMPRD parks.
5. Conduct control- after final concurrence from ODFW. This will likely be concurred with after BMPRD does a public meeting or two that will offer up plans for such control. This control work will likely be done by either Alpha Chloralose or air cannon net.
6. Juvenile relocation- If necessary after aggressive egg work.

Let me know if there is anything else you need us to prioritize as far as goose work goes, (b) (6) Thank you for your support. And let me know if this looks okay so that we can get the workplan copies on the way for signature.

Mike Slater  
Supervisory Wildlife Biologist  
(District Supervisor)  
U.S. Department of Agriculture  
Animal and Plant Health Inspection Service  
Wildlife Services  
60015 Smith Loop, LaGrande, Oregon 97850  
(541) 963-7947 Office  
(541) 963-7952 Fax



FY10 Bend Metro Parks Workplan.doc