32960

SCOPE OF WORK/FINANCIAL PLAN
between
LONG BEACH AIRPORT
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES (APHIS-WS)
January 1, 2015– December 31, 2015

Scope of Work:

The purpose of this agreement is for USDA APHIS WS to provide a part time employee to provide limited wildlife mitigation to reduce the potential of wildlife strikes at Long Beach Airport (LGB). Wildlife mitigation work will consist of providing technical assistance, non lethal prior to lethal control of wildlife. The Wildlife mitigation work will assist in lowering direct, indirect, and ancillary costs as well as eliminate loss of aircraft and pilot training time. Most important it will reduce the risk of harm or injury to, or loss of aviators. LGB is a commercial service airport and is therefore governed by Title 14 Part 139 of the Code of Federal Regulations (14 CFR Part 139 – Airport Certification).

A. CONTACT

For the purposes of this agreement, the Airport contact will be Karl Zittel, Acting Operations Superintendent, 4100 Donald Douglas Drive, Long Beach, CA 90808, (562) 570-2632, or his/her designated representative. Assistance required in the course of this agreement with obtaining access and permissions may be obtained through this individual.

B. SPECIFIC REQUIREMENTS

WS will provide a part time qualified Wildlife Biologist to LGB as detailed below.

a. Provide technical assistance to airport staff as needed or required regarding wildlife mitigation abatement activities, including ongoing compliance with relevant Federal, State and local laws and regulations. Wildlife Biologist will train Airport staff in hazing, wildlife identification, and bird strike notification procedures.

b. Provide data and assist in preparation of the Airport's USFWS depredation permit report and application.

c. Coordinate and chair Long Beach Bird Hazard Working Group.

d. Provide monthly reports to Airport.

e. Conduct wildlife monitoring surveys in support of existing Wildlife Hazard Assessment.

f. Assist in the development of a Wildlife Hazard Management Plan.

g. USDA shall provide all equipment (except badges and airfield communication equipment) necessary for wildlife control at the Airport, including vehicles, pyrotechnic supplies, ammunition, fire-arms, and trapping equipment.

h. Respond to wildlife strike incidents during working hours and provide removal services and document the strike report in accordance with applicable regulatory requirements.

C. DATA AND PUBLICATIONS

These data will not be used, in part or in whole, in any professional, scientific or non-scientific report, paper or note, published or unpublished or be part of any technical or non-technical presentation or be provided to anyone not a party to this agreement without the prior concurrence of WS and Long Beach Airport.

D. RELEASE OF PUBLIC INFORMATION

WS shall not respond to any inquiries about this agreement from the news media or non-governmental organizations or other persons during the term of this agreement unless it has first consulted with the Long Beach Airport and a determination has been made that the California Public Records Act, California Government Code §6250,et seq., is applicable, and no exemption exists under the federal Freedom of Information Act or other federal or state law or regulation, which would exempt the records from disclosure under the Government Code, including, but not limited to §6254 .

E. DELIVERABLES

1. Meetings

APHIS WS biologist will request and attend scheduled meetings to ensure the coordination of activities during this agreement. WS will coordinate and chair LGB Bird Hazard Working Group.

2. Monthly Reports – WS shall submit a monthly report within 30 days of the previous month's end.

Monthly Reports shall include a minimum of the following:

1)   Project Title
2)   Date of report.
3)   Brief summary (as appropriate) of :
     i. Methods and Materials

    ii. Summary of Data Collected and control activities including the species and number of wildlife observed and taken

    iii. Any reported
    iv. Problems encountered that should be resolved
    v. Recommendations

3. Limited Operational Wildlife Mitigation

    1)   WS will provide technical service, nonlethal and lethal wildlife mitigation.

    2)   WS will provide training FAA required to airport staff at regional meetings throughout the year

General Requirements

A. Permits and Laws

All necessary state and federal permits will be requested by the Airport, with assistance from Wildlife Services.

All work conducted in support of this agreement will comply with all federal and local laws applicable to Long Beach Airport t such as the Endangered Species Act and the Migratory Bird Treaty Act.

B. Passes and Badges

Wildlife Services will coordinate with the Airport contact as designated below to ensure that assigned Wildlife Services personnel are cleared to work and badged to work on the installation.

Wildlife Services shall coordinate with Air Traffic Control, Air Operations, and the Airport Manager-On-Duty to gain access, permissions, and the appropriate equipment and training to be on and around the airfield. Advice and details on coordination with these personnel and departments can be obtained from the installation contact.

All Wildlife Services vehicles shall be marked and equipped in accordance with FAA requirements for vehicles operated on the movement area of a certificated Airport under FAR 139 and the appropriate Advisory Circulars.

C. Necessary Qualifications

The Wildlife Biologist provided by USDA Wildlife Services under this Agreement shall have the following minimum qualifications:

1. Experience to meet the qualifications of a GS-0486 series wildlife biologist as defined by the U.S. Office of Personnel Management classification standards **and,**

Have taken or scheduled to take, and passed an airport wildlife hazard management training course acceptable to the FAA Administrator and, meet the qualifications as defined by the FAA for a Wildlife Biologist as defined by AC 150/5200-36 and any subsequent revisions to the applicable regulations.

Schedule and Financial Plan:

This agreement is effective upon signature of both parties and acceptance of funds by the WS.

1. Work to be performed under the terms of this agreement shall be initiated on no later than thirty (30) days after award of contract and hiring of personnel.

2. The final WHA will be submitted to the Long Beach Airport thirteen months after award of contract and personnel placement.

3. WS will provide a part time wildlife Biologist to conduct wildlife mitigation at Long Beach Airport for $ 40,000.

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FINANCIAL PLAN
1/1/15-12/31/15

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Salary/Benefits/Awards	**$25000**
Vehicle	**$2,500**
Travel	**$1,000**
Supplies	**$2,958**
Pooled Job Costs	**$3,461**
APHIS Overhead	**$5081**
Total	**$40,000**

USDA, APHIS, WS will submit quarterly invoices to the Long Beach Airport for services rendered in performing wildlife damage management activities for the period of January 1, 2015 through December 31, 2015.

In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by WS are

due and payable within 30 days of receipt.

The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

AUTHORIZATION:

CITY OF LONG BEACH
ATTN: Patrick West, City Manager
4100 Donald Douglas Drive
Long Beach, CA 90808
Phone:

Tax Identification Number: 95-6000733

_____   ____1/13/15_____
City Manager, Long Beach, CA   Date

APPROVED AS TO FORM: **APPROVED AS TO FORM**

   By_____   ____12-30____20 14_____
                                                            CHARLES PARKIN, City Attorney

   Date_____   By_____
                                                            RICHARD ANTHONY
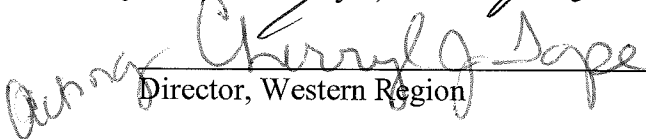   DEPUTY CITY ATTORNEY

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
Tax Identification Number: ███████

_____   ____1-26-15_____
Dennis Orthmeyer, California State Director   Date

_____   ____1-29-15_____
Director, Western Region   Date