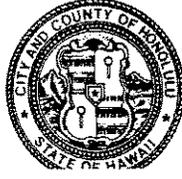


DEPARTMENT OF PARKS & RECREATION
CITY AND COUNTY OF HONOLULU

1000 Uluohia Street, Suite 309, Kapolei, Hawaii 96707
Phone: (808) 768-3001 • Fax: (808) 768-3053 • Website: www.honolulu.gov

MUFI HANNEMANN
MAYOR



LESTER K. C. CHANG
DIRECTOR

GAIL Y. HARAGUCHI
DEPUTY DIRECTOR

June 17, 2008

The Honorable Barbara Marshall, Chair
and Members
Honolulu City Council
530 South King Street, Room 202
Honolulu, Hawaii 96813

RECEIVED

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CITY CLERK
HONOLULU, HAWAII

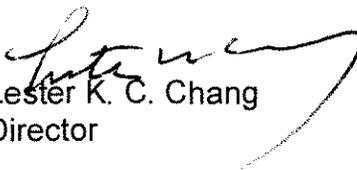
Dear Chair Marshall and Councilmembers:

Subject: Resolution to Continue a Contract between the Department of
Parks and Recreation and the U.S. Department of Agriculture
for Feral Pig Control

We respectfully request the approval by the Council on behalf of the City and
County of Honolulu to continue a contract between the Department of Parks and
Recreation and the U.S. Department of Agriculture to control the growing population of
feral pigs at Ho`omaluhia Botanical Garden, where they are a health and safety hazard.
We attach a proposed resolution for the favorable action of the Council.

Please contact Ms. Winifred Singeo, Director of Botanical Gardens, at 522-7060,
should you have any questions.

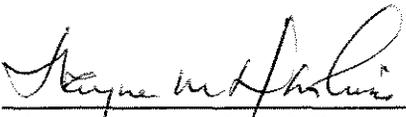
Sincerely,


Lester K. C. Chang
Director

LKCC:kt

Enclosures

APPROVED:


Wayne M. Hashiro, P.E.
Managing Director

DEPT. COM. 508



RESOLUTION

AUTHORIZING THE DIRECTOR OF PARKS AND RECREATION TO ENTER INTO AN AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT WITH THE UNITED STATES DEPARTMENT OF AGRICULTURE FOR THE REDUCTION AND CONTROL OF FERAL PIGS AT HO'OMALUHIA BOTANICAL GARDEN.

WHEREAS, in accordance with Section 1-8.2, Revised Ordinances of Honolulu, 1990, as amended, any intergovernmental agreement or amendment thereof which places an obligation on City or any department or agency thereof requires the prior consent and approval of the City Council; and

WHEREAS, Section 103D-102(b)(3) of the Hawaii Revised Statutes, exempts contracts between governmental bodies, including the federal government from the requirements of Hawaii Revised Statutes Chapter 103D, the Hawaii Public Procurement Code; and

WHEREAS, Resolution 07-95, CD1, adopted on April 11, 2007, authorized the execution of an intergovernmental agreement ("Agreement") between the City and the United States Department of Agriculture ("USDA") for the reduction and control of feral pigs at Ho'omaluhia Botanical Garden for a period not to exceed five years on a cost reimbursement basis, contingent upon the need for the continued services and funding availability; and

WHEREAS, the Agreement provides that the USDA would formulate a program work plan and associated budget for the provision of wildlife damage management services on an annual basis; and

WHEREAS, Resolution 07-95, CD1 approved the work plan and associated budget for the period from April 11, 2007 through September 30, 2007 proposed by the USDA; and

WHEREAS, Resolution 08-34, CD1 approved the work plan and associated budget for the period from October 1, 2007 through September 30, 2008 proposed by the USDA; and

WHEREAS, the Department of Parks and Recreation ("DPR") desires to continue the reduction and control program with the USDA to prevent the continued expansion of the feral pig population at Ho'omaluhia Botanical Garden; and



RESOLUTION

WHEREAS, the USDA has formulated a work/financial plan for the provision of wildlife damage management services for the period from October 1, 2008, to September 30, 2009, which is attached hereto as Exhibit A and by reference made a part of this Resolution; and

WHEREAS, the DPR is prepared to reimburse the USDA for expenses incurred from the date of approval by the City Council to September 30, 2009, in an amount not to exceed FIFTY FOUR THOUSAND FOUR HUNDRED THIRTY EIGHT AND NO/100 DOLLARS (\$54,438.00); now therefore,

BE IT RESOLVED by the Council of the City and County of Honolulu that the Council consent to and approve the proposed Work/Financial attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED that the Director of Parks and Recreation or the Director's duly authorized representative be hereby authorized to:

1. Execute the Work/Financial Plan with the USDA in substantially the same form as the proposed agreement attached hereto as Exhibit A; and
2. Execute any incidental or related agreement and documents in furtherance of the agreement; and



RESOLUTION

BE IT FINALLY RESOLVED that the Clerk be, and is hereby directed to forward copies of this Resolution to the Director of Parks and Recreation, City and County of Honolulu and the Director of the Western Region of the Animal and Plant Health Inspection Service, Animal Damage Control Section, United States Department of Agriculture, 3375 Koapaka Street, Suite H-420, Honolulu, Hawaii 96819.

INTRODUCED BY:

Councilmembers

DATE OF INTRODUCTION:

Honolulu, Hawaii

WORK/FINANCIAL PLAN
between
CITY AND COUNTY OF HONOLULU
DEPARTMENT OF PARKS AND RECREATION
and
U.S. DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

COOPERATOR ADDRESS	City and County of Honolulu Department of Parks and Recreation 1000 Uluohia Street, Suite 309 Kapolei, HI 96707
COOPERATIVE CONTACT	Lester K. C. Chang, Director – Department of Parks and Recreation Phone: (808) 768-3001 Fax: (808) 768-3053 Email: lchang@honolulu.gov
FISCAL CONTACT	Terri Koike, Administrative Assistant Phone: (808) 971-7161 Fax: (808) 550-6983 Mobile: (808) 228-5993 Email: tkoike@honolulu.gov
SUPERVISORY SITE CONTACT	Derrick Miyasaki, Park Grounds Improvement Supervisor II Phone: (808) 522-7053 Fax: (808) 522-7050 Mobile: (808) 554-3205 Email: dmiyasaki@honolulu.gov
SITE CONTACT	Jonel Smith, Botanical Garden Supervisor Phone: (808) 233-7325 Fax: (808) 233-7326 Mobile: (808) 721-3143 Email: jsmith1@honolulu.gov
FEDERAL TAX IDENTIFICATION NUMBER	99-6001257
COOPERATIVE AGREEMENT NUMBER	09-73-15-6069-RA
ACCOUNT NUMBER	973-7315-049
LOCATION	Ho'omaluhia Botanical Garden, Kaneohe, Oahu, Hawaii
AGREEMENT PERIOD	October 1, 2008 to September 30, 2009

Pursuant to Cooperative Service Agreement No. 09-73-15-6069-RA between the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (APHIS-WS) and the City and County of Honolulu, Department of Parks and Recreation (DPR),

EXHIBIT "A"

this Work/Financial Plan defines the objectives, plan of action, and budget for the Wildlife Services program to be conducted during FY 2009.

I. OBJECTIVES/GOALS

To suppress the number nuisance feral pigs within the Ho'omaluhia Botanical Garden on the island of Oahu to a more tolerable level. Feral pigs are damaging valuable plant outcroppings, digging up turf and posing human health and safety threats to visitors and employees of the Garden.

II. PLAN OF ACTION

APHIS-WS will provide one (1) Wildlife Specialist to conduct wildlife damage management operations up to six (6) times per week, four (4) hours per visit, excluding federal holidays and Sundays. This work schedule will allow APHIS-WS to monitor traps and snaring devices at least every 48 hours for animal welfare reasons. APHIS-WS will coordinate with the Ho'omaluhia Botanical Garden hours of operation to minimize impacts on visitors and staff.

Primary methodology for feral pig removal will be corral trapping, non-lethal leg snaring, and lethal neck snaring. All feral pigs that are captured using non-lethal control methods will be dispatched at close range using suppressed rimfire rifles and/or shotguns with buckshot. Alternate control methods such as night shooting and the use of trained pig hunting dogs will be utilized pending the concurrence and approval of the Director of the Honolulu Botanical Gardens (Winifred Singeo) or her designee(s).

All pig carcasses will be taken offsite for deep burial at an approved landfill. All APHIS-WS personnel will follow WS Directive 2.510 which prohibits benefiting personally from any animal(s), whole or in part, taken while conducting official duties. Blood and/or tissue samples will be taken from captured feral pigs and delivered to the State of Hawaii's Department of Agriculture laboratory for zoonotic disease monitoring programs.

III. REPORTS

APHIS-WS will be responsible for the preparation of periodic reports as specified in the Cooperative Service Agreement.

IV. STIPULATIONS AND RESTRICTIONS

- a. All operations shall have the joint concurrence of APHIS-WS and the DPR and shall be under the direct supervision of APHIS-WS. APHIS-WS will conduct the program in accordance with its established operating policies and all applicable state and federal laws and regulations.
- b. Control on Public Lands: An Agreement for Control of Animal Damage on Non-Private Property (ADC Form 12C) or an appropriate NEPA document will be executed between APHIS-WS and the public land administrator(s)/manager(s) before any APHIS-WS work is conducted.
- c. The performance of WDM 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 (NEPA), Endangered Species Act (ESA), and any other applicable environmental statutes. APHIS-WS will not make a final decision to

conduct the requested WDM actions until it has made the determination of such compliance.

- d. APHIS-WS will use only APHIS-WS employees and APHIS Volunteer Program participants. All APHIS-WS employees and APHIS volunteers have successfully met APHIS firearm safety standards and have received official APHIS-WS certifications. *Certificates are available upon request.*
- e. In accordance with Federal Governing Regulations (OPM Reg. 4610), federal employees, other than those on intermittent (on-call) status, are entitled to and accrue annual and sick leave on a bi-weekly basis. Therefore, there may be times when coverage on this project may be minimal to none as employees elect to use accrued leave.
- f. *DPR will be responsible for granting APHIS-WS employee(s) after hour access to the botanical garden in the event animal(s) will have to be removed from snares/traps for animal welfare and/or human sociological issues. All associated gate keys and/or contact numbers for on-call DPR staff will be furnished.*
- g. DPR will provide ground support vehicles (golf carts, utility vehicles, etc.) to aid in equipment and personnel deployment.
- h. *DPR will provide a space for a large chest freezer within the maintenance compound to store feral pig carcasses until such time the carcasses will be delivered to the appropriate landfill. This will minimize the need for travel to a landfill after every capture event.*
- i. The program will be supervised by Mark Ono, HI District Supervisor (808-861-8575 ext. 21), and monitored by Mike E. Pitzler, HI/GU/Pacific Islands State Director (808-861-8575 ext.18).

V. COST ESTIMATE FOR SERVICES

The cooperator will reimburse APHIS-WS for expenses incurred. Such costs include, but are not limited to, salary/benefits, vehicle use, supplies/equipment and administrative costs. An estimated itemization of expenses is listed below, however funds may be distributed between itemized categories at the discretion of APHIS-WS if required. Any equipment and supplies purchased under the terms of this agreement will remain the property of APHIS-WS.

Salary/Benefits	\$41,518
Vehicle Use	\$10,920
Equipment/Supplies	\$2,000
TOTAL	\$54,438

NOTES:

In accordance with the Debt Collection Improvement Act (DCIA) OF 1996, bills issued quarterly by APHIS-WS are due and payable within 30 days of receipt.

No person in the United States shall, on the ground of race, color, national origin, sex, age, religion, political beliefs, or disability, be excluded from participation in, be denied benefits of, or otherwise subjected to discrimination under any program or activity for which the recipient receives Federal financial assistance. Not all prohibited bases apply to all programs.

VI. AUTHORIZATION

CITY AND COUNTY OF HONOLULU
DEPARTMENT OF PARKS AND RECREATION
1000 ULUOHIA STREET, SUITE 309
KAPOLEI, HI 96707

Lester K. C. Chang, Director

Date

DEPARTMENT OF BUDGET AND FISCAL SERVICES

Mary Patricia Waterhouse, Director

Date

APPROVED AS TO FORM AND LEGALITY:

Deputy Corporation Counsel

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

State Director, HI/GU/Pacific Islands

Date

Director, Western Region

Date

COOPERATIVE SERVICE AGREEMENT
REIMBURSABLE
between
CITY AND COUNTY OF HONOLULU
DEPARTMENT OF PARKS AND RECREATION (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES (APHIS-WS)

ARTICLE 1 – PURPOSE

The purpose of this Agreement is to conduct wildlife damage management (WDM) activities to suppress the number nuisance feral pigs within the Ho’omaluhia Botanical Garden on the island of Oahu to a more tolerable level. Feral pigs are damaging valuable plant outcroppings, digging up turf and posing human health and safety threats to visitors and employees of the Garden.

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 APHIS-WS agree:

- a. To confer and plan a WDM program that addresses the need for managing conflicts caused by wildlife in Honolulu, HI. Based on this consultation, APHIS-WS will formulate annually, 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.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

The Cooperator agrees:

- a. To designate Lester K. C. Chang, Director - Department of Parks and Recreation [1000 Uluohia Street, Suite 309, Kapolei, HI 96707; (808) 692-5585] 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. 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

APHIS-WS agrees:

- a. To designate Mike E. Pitzler, HI/GU/Pacific Islands State Director [3375 Koapaka Street, Suite H-420, Honolulu, HI 96819, (808) 861-8575] 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 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 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;
- c. To provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work and Financial Plan referenced in 3a. 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. APHIS-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 APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal laws and regulations.

ARTICLE 6 – WS CONDITIONS

For costs borne by APHIS-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 APHIS-WS and 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.

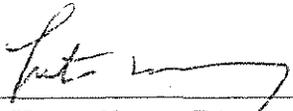
ARTICLE 10 – LIABILITY

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 upon the date of final signature and shall continue for a period not to exceed 5 years. 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, APHIS-WS is relieved of the obligation to continue any operations under this agreement.

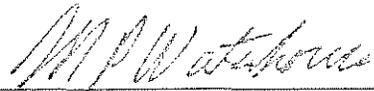
AUTHORIZATION:
CITY AND COUNTY OF HONOLULU
DEPARTMENT OF PARKS AND RECREATION
FEDERAL TAX IDENTIFICATION NUMBER: 99-6001257



Lester K. C. Chang, Director

MAY 25 2007
Date

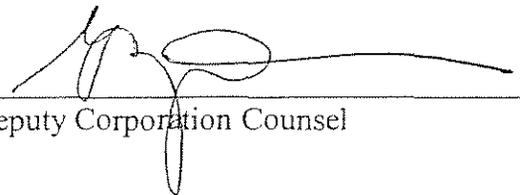
DEPARTMENT OF BUDGET AND FISCAL SERVICES



Mary Patricia Waterhouse, Director

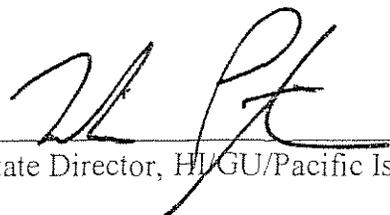
JUL 18 2007
Date

APPROVED AS TO FORM AND LEGALITY:



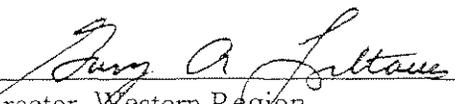
Deputy Corporation Counsel

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL & PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
HONOLULU, HI
FEDERAL TAX IDENTIFICATION NUMBER: 41-0696271



State Director, HI/GU/Pacific Islands

5/15/07
Date



Director, Western Region

7/24/07
Date

AGT310

Certificate

The attached contract for a Cooperative Service Agreement (Reimbursable
with the U.S. Department of Agriculture to conduct wildlife damage managment (WDM) acitivites to suppress
the number of nuisance feral pigs within the Ho'omaluhia Botanical Garden for the period June 10, 2007 to
September 30, 2007

(\$15,737.00)

is hereby approved as to availability and designation of funds, and certification is hereby made that there is a valid appropriation from which expenditures to be made under said contract may be made and that sufficient unencumbered funds are available in the Treasury of the City and County of Honolulu to the credit of such appropriation to pay the amounts of such expenditures when the same become due and payable.

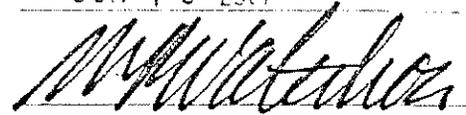
CONTRACT NO. C66347

FUND General Fund (110)

ACCOUNT NO. 110/2633-07 (3009)

HONOLULU, HAWAII

JUN 18 2007



Director of Budget & Fiscal Services