



June 1, 2023

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners:

Approval of a Five-Year Cooperative Service Agreement with United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) to manage wildlife species which cause damage to properties, resources, and pose threats to human health and safety. A Work and Financial Plan is submitted each fiscal year and is included in the annual General Fund budget and approved by the County.

<b>Previous Board Action/Review</b>	Prior CSA approved at BCC Business Meeting on 7/19/2018 via consent agenda-Finance Dept. item 1. New agreement to be valid from July 1, 2023-June 30, 2028.		
<b>Performance Clackamas</b>	Aligns with County strategic priority by helping to ensure safe, healthy and secure communities.		
<b>Counsel Review</b>	YES	<b>Procurement Review</b>	NO
<b>Contact Person</b>	Tracy Moreland	<b>Contact Phone</b>	503-742-5974

**EXECUTIVE SUMMARY:** Clackamas County's Cooperative Service Agreement with the federal agencies listed above for County Trapper services was last approved on July 19, 2018. The agreement provides predator control where wild animals and birds may carry disease or threaten injury to County public and private resources. Each year a separate Work Plan and Proposed Budget (Item 2), representing the next fiscal year portion of this predator control program,

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is also presented to the Board of County Commissioners for approval. The Cooperative Service Agreement under consideration was initiated by the federal agency in cooperation with its partners.

This document has been reviewed and approved by County Counsel.

**RECOMMENDATION:** Staff respectfully recommends the Board approve the attached Five-Year Cooperative Service Agreement for County predator control and wildlife damage management in order to meet the federal deadline and maintain County services.

Respectfully submitted,

Tracy Moreland  
Policy Advisor, Clackamas County Administration

**COOPERATIVE SERVICE AGREEMENT**  
**between**  
**CLACKAMAS COUNTY (COOPERATOR)**  
**and**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)**  
**WILDLIFE SERVICES (WS)**

**ARTICLE 1 – PURPOSE**

The purpose of this Cooperative Service Agreement is to manage wildlife species which cause damage to properties, resources, and pose threats to human health and safety.

**ARTICLE 2 – AUTHORITY**

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 - MUTUAL RESPONSIBILITIES**

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add, or delete services from the Work Plan.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.
4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

## **ARTICLE 4 - COOPERATOR RESPONSIBILITIES**

Cooperator agrees:

1. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan 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 services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
3. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
4. 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.
5. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
6. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.

## **ARTICLE 5 – APHIS-WS RESPONSIBILITIES**

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement:  
Jeffrey B. Flores, State Director, 6035 NE 78th Ct, STE 100, Portland, OR 97218, (971) 334-6151, Jeffrey.B.Flores@usda.gov.
2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That 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.

4. To invoice Cooperator quarterly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. 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 law and regulations.

#### **ARTICLE 6 – CONTINGENCY STATEMENT**

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 may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

#### **ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE**

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.

#### **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 – 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-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

#### **ARTICLE 10 – LIABILITY**

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 U.S.C. 1346(b), 2401(b), and 2671-2680).

#### **ARTICLE 11 – NON-DISCRIMINATION CLAUSE**

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

**ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS**

This agreement shall become effective on July 1, 2023, and shall continue through June 30, 2028, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator’s Tax ID No.: 93-6002286  
APHIS-WS’s Tax ID: 41-0696271

**COOPERATOR:**

\_\_\_\_\_  
Cooperator Representative, Clackamas County      Date  
2051 Kaen Road, Oregon City, OR 97045

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

\_\_\_\_\_  
Jeffrey B. Flores, State Director      Date  
USDA, APHIS, WS  
6035 NE 78<sup>th</sup> Ct, STE 100, Portland, OR 97218

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Acting Regional Director,      Date  
USDA, APHIS, WS  
2150 Centre Ave, Bldg. B Mailstop 3W9, Fort Collins, CO 80526