



DAN JOHNSON  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

December 14, 2023

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

Board of County Commissioners  
Clackamas County

**Approval of a Cooperative Service Agreement with United States Department of Agriculture for the Purposes of Compliance with Migratory Bird Treaty Act. Total value is \$15,000 for 1 year. Funding through County Road Fund. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	12/12/23: Request for consent. 12/13/22: Approval of 2023 Work and Financial Plan with the United States Department of Agriculture for Migratory Bird Mitigation.		
<b>Performance Clackamas</b>	Build trust with good government		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	No
<b>Contact Person</b>	Mike Ward	<b>Contact Phone</b>	503-742-4688

**EXECUTIVE SUMMARY:** Under a Cooperative Service Agreement No. 22-7341-6431-RA with the US Department of Agriculture (USDA). Clackamas County has been utilizing the USDA to certify construction projects' compliance with the Migratory Bird Treaty Act over the past decade. The USDA is notified by County staff of which projects need inspection and invoices the County for the hours spent directly related to a project. Project budgets presented to the Board incorporate the funds necessary to cover USDA service costs. The Cooperative Service Agreement requires an updated Work Plan submitted to USDA each year.

**RECOMMENDATION:** Staff respectfully recommends that the Board approve and sign this Cooperative Service Agreement No. 22-7341-6431-RA with the United States Department of Agriculture for the Purposes of Compliance with Migratory Bird Treaty Act.

Respectfully submitted,

*Dan Johnson*

Dan Johnson, Director  
Transportation & Development

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**USDA APHIS WILDLIFE SERVICES  
WORK AND FINANCIAL PLAN**

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<b>COOPERATOR:</b>	<b>Clackamas County Transportation (Cooperator)</b>
<b>COOPERATIVE AGREEMENT NO.:</b>	<b>24-7341-6431-RA</b>
<b>ACCOUNT WBS:</b>	<b>AP.RA.RX41.73.0115</b>
<b>AGREEMENT DATES:</b>	<b>January 1, 2024 – December 31, 2024</b>
<b>AGREEMENT AMOUNT:</b>	<b>\$15,000.00</b>

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Pursuant to Cooperative Service Agreement No. 22-7341-6431-RA between Cooperator and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (APHIS-WS), this Work and Financial Plan defines the objectives, plan of action, resources, and budget for cooperative wildlife services program.

### **OBJECTIVES/GOALS**

APHIS-WS objective is to provide professional wildlife management assistance to reduce or manage damage caused by birds including swallows and other damage causing wildlife to protect property and human health and safety.

Specific goals are:

1. To provide direct assistance for Cooperator from wildlife conflicts or damage.
2. To provide direct assistance in the form of educational information.
3. To minimize the risk of active bird nests that could cause delays and to comply with the Federal Migratory Bird Treaty Act regulations.

### **PLAN OF ACTION**

The objectives of the wildlife damage management program will be accomplished in the following manner.

1. APHIS-WS will provide technical assistance and or direct management at times and locations for where it is determined there is a need to resolve problems caused by wildlife. Management efforts will be directed towards specific offending individuals or local groups of animals. Method selection will be based on an evaluation of selectivity, humaneness, human safety, effectiveness, legality, and practicality.

Technical Assistance: APHIS-WS' personnel may provide verbal or written advice, recommendations, information, demonstrations, or training to use in managing wildlife damage problems. Generally, implementation of technical assistance recommendations is the responsibility of the resource/property owner.

Direct Management: Direct management is usually provided when the resource/property owner's efforts have proven ineffective and or technical assistance alone is inadequate. Direct management methods/techniques may include trap equipment, shooting, and other methods as mutually agreed upon.

2. APHIS-WS District Supervisor, Brian Thomas, in Salem, Oregon, will supervise this project, (541) 221-7582. This project will be monitored by Jeffrey B. Flores, State Director, in Portland, Oregon, (971) 334-6151.
3. APHIS-WS will invoice Cooperator quarterly for actual costs incurred in providing service, provided there are billable expenses posted at the time of billing for the quarter of service. The combined quarterly billings for the performance period in this Work and Financial Plan will not exceed \$15,000.00. In some cases, the work is done during the period of performance, but expenses post outside of the agreement end date, resulting in a final invoice one quarter after the period of performance has ended.
4. In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by APHIS-WS are due and payable within 30 days of the invoice date. 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.

**PROCUREMENT**

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 agreement will remain in the possession of APHIS-WS.

**STIPULATIONS AND RESTRICTIONS:**

1. All operations shall have the joint concurrence of APHIS-WS and Cooperator 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.
2. APHIS-WS will cooperate with the Oregon Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, Oregon Department of Transportation, Oregon Fire marshal’s Office, county and local city governments, and other entities to ensure compliance with Federal, State, and local laws and regulations.
3. Wildlife Damage Management: A Work Initiation Document for Wildlife Damage Management (WS Form 12A), a Work Initiation Document for Wildlife Damage Management – Multiple Resource Owners (WS Form 12B) or a Work Initiation Document for Management of Wildlife Damage on Urban Properties (WS Form 12C) will be executed between APHIS-WS and the landowner, lessee, or administrator before any APHIS-WS work is conducted.

**COST ESTIMATE FOR SERVICES:**

Salary, including possible overtime, benefits, vehicle, supplies, and material costs are charged at actual cost. The distribution of the budget for this work plan may vary as necessary to accomplish the purpose of this Agreement.

**AUTHORIZATION:**

CLACKAMAS COUNTY  
150 Beavercreek Rd  
Oregon City, OR 97045

\_\_\_\_\_  
Representative, Clackamas County  
TIN# 93-6002286

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Jeffrey B. Flores, State Director, Oregon

\_\_\_\_\_  
Date

\_\_\_\_\_  
Wendy Anderson, Director, Western Region

\_\_\_\_\_  
Date

FINANCIAL PLAN

For the disbursement of funds from  
Clackamas Co Dept of Transportation - Clackamas County

to  
USDA APHIS Wildlife Services  
for  
Swallow and Bird Management

from  
1/1/2024  
to  
12/31/2024

Cost Element		Full Cost
Personnel Compensation	\$	9,720.31
Travel	\$	-
Vehicles	\$	1,365.05
Other Services	\$	-
Supplies and Materials	\$	411.73
Equipment	\$	300.00

Subtotal (Direct Charges)	\$		11,797.09
Pooled Job Costs	11.00%	\$	1,297.68
Indirect Costs	16.15%	\$	1,905.23
Aviation Flat Rate Collection		\$	-
Agreement Total	\$		15,000.00

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$15,000.00