



June 1, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners:

Approval of a Fiscal Year 2023-24 Work and Financial Plan with United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) for wildlife management and damage control. The maximum contract value of **\$87,854.60** for the County portion of these activities is included in the Clackamas County fiscal year 2023-24 budget, under the General Fund.

Previous Board Action/Review	July 19, 2018 The Board approved and signed the current five year Cooperative Service Agreement with USDA APHIS WS for Predator Management (07192018 C.1). A new agreement for 2023-28 is a companion document to this request. The Board approved the last annual Work and Financial Plan on May 12, 2022 (09102020 C.1).		
Performance Clackamas	Aligns with County strategic priority by helping to ensure safe, healthy and secure communities.		
Counsel Review	YES	Procurement Review	NO
Contact Person	Tracy Moreland	Contact Phone	503-742-5974

EXECUTIVE SUMMARY: Clackamas County’s Five-Year Cooperative Service Agreement with the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (APHIS-WS) for County Trapper Services was last adopted and signed July 19, 2018. An updated agreement is presented for Board consideration today as well.

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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, representing the next fiscal year portion of this predator control program, is presented to the Board of County Commissioners for approval. The FY 22-23 Work and Financial Plan under consideration was initiated by the federal agency in cooperation with its partners.

The document has been reviewed and approved by County Counsel.

RECOMMENDATION: Staff respectfully recommends the Board approve the attached FY 23-24 Work and Financial Plan for County predator control and wildlife management in order to meet the federal deadline. This contract is consistent with the County's anticipated budget for FY 23-24.

Respectfully submitted,

Tracy Moreland
Policy Advisor, Clackamas County Administration

USDA APHIS WILDLIFE SERVICES WORK AND FINANCIAL PLAN

COOPERATOR:	CLACKAMAS COUNTY
COOPERATIVE AGREEMENT NO.:	23-7341-5111-RA
ACCOUNT WBS:	AP.RA.RX41.73.0550
AGREEMENT DATES:	July 1, 2023 – June 30, 2024
AGREEMENT AMOUNT:	\$87,854.60

Pursuant to Cooperative Service Agreement No. 23-7341-5111-RA between Clackamas County 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 coyotes, bears, cougars and other nuisance wildlife to protect agriculture, property and human health and safety.

Specific goals are:

1. To provide direct assistance for Clackamas County from wildlife conflicts or damage.
2. To provide direct assistance in the form of educational information.

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: Wildlife Services' 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 Clackamas County monthly for actual costs incurred in providing service, not to exceed \$87,854.60, provided there are billable expenses posted at the time of billing for the month of service. 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 month 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

Clackamas County 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 Clackamas County, 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
2051 Kaen 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

Acting Director, Western Region

Date