



DAN JOHNSON
DIRECTOR

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

December 15, 2022

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an agreement with the United States Department of Agriculture (USDA) for the Purposes of Compliance with Migratory Bird Mitigation. Total Value is \$15,000.00. Funding is through the County Road Funds. County General Funds are not involved.

Purpose/Outcome	Execution of the 2023 USDA APHIS Work and Financial Plan
Dollar Amount and Fiscal Impact	Contract value: \$15,000
Funding Source	County Road Fund
Duration	Agreement execution through December 31, 2023.
Previous Board Action/Review	12/13/22: Discussion item at issues
Strategic Plan Alignment	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities
Counsel Review	Reviewed and approved by County Counsel on 12/6/22; NB
Procurement Review	Was this project processed through Procurement? No. This is an agreement with USDA
Contact Person	Mike Ward, Civil Engineering 503-742-4688
Contract No.	23-7341-6431-RA

BACKGROUND: Clackamas County has been utilizing the US Department of Agriculture (USDA) to certify construction projects' compliance with the Migratory Bird Act for over the past decade. The USDA is notified of which projects need inspection by County staff and invoices the County for the hours spent directly related to a project. The agreement budget of \$15,000 presented to the Board incorporates the funds necessary to cover USDA costs. The USDA requires an updated Work Plan each year.

RECOMMENDATION: Staff respectfully recommends that the Board approve and sign this agreement with the United States Department of Agriculture (USDA) for the Purposes of Compliance with Migratory Bird Mitigation.

Respectfully Submitted,

Dan Johnson

Dan Johnson
Director- Department of Transportation and Development

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

COOPERATOR: CLACKAMAS COUNTY TRANSPORTATION
COOPERATIVE AGREEMENT NO.: 23-7341-6431-RA
ACCOUNT WBS: AP.RA.RX41.73.0115
AGREEMENT DATES: January 1, 2023 – December 31, 2023
AGREEMENT AMOUNT: \$15,000.00

Pursuant to Cooperative Service Agreement No. 22-7341-6431-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 birds including swallows and other nuisance wildlife to protect 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 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. Lethal management efforts will be directed towards specific offending individuals or local populations. 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 (503) 399-5814. This project will be monitored by Jeffrey B. Flores, State Director, in Portland, Oregon (971) 334-6151.
3. APHIS-WS will invoice Clackamas County Transportation quarterly for actual costs incurred in providing service, not to exceed \$15,000.00. Quarterly invoices consist of four invoices billed quarterly, plus a final invoice one quarter after the agreement has ended, provided there was billable expenses to the agreement. 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.
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, administrator before any APHIS-WS work is conducted.

COST ESTIMATE FOR SERVICES:

Salary including possible overtime, benefits, vehicle, supplies and material costs 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 Beaver Creek Road
Oregon City, Oregon 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

Keith Wehner, 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
1/1/2023
to
12/31/2023

Cost Element		Full Cost
Personnel Compensation	\$	9,739.00
Travel	\$	-
Vehicles	\$	1,437.95
Other Services	\$	-
Supplies and Materials	\$	320.15
Equipment	\$	300.00

Subtotal (Direct Charges)	\$		11,797.10
Pooled Job Costs	11.00%	\$	1,297.68
Indirect Costs	16.15%	\$	1,905.22
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