

AGENDA ITEM FOR ADMINISTRATIVE MEETING () Discussion only
(X) Action

FROM (DEPT/ DIVISION): County Counsel

SUBJECT: Contract for Aerial Program

<p>Background:</p> <p>The USDA has submitted for the County’s consideration a Cooperative Service Field Agreement for USDA-Wildlife Services to provide aerial predator removal services for the County. The County would reimburse an amount not to exceed \$7500 based on how much flying and associated costs were incurred in Umatilla County, 10/ 1/ 2018 through 9/30/2019. This is a request to renew the contract from 2018. The USDA anticipates receiving support from OHA and private ranchers as well.</p>	<p>Requested Action:</p> <p>Act on request, and if approved, authorize chair to sign agreement</p>
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ATTACHMENTS: Proposed Agreement

*****For Internal Use Only*****

Checkoffs:

- () Dept. Heard (copy)
- () Human Resources (copy)
- () Fiscal
- (X) Legal (copy)
- () (Other - List:)

To be notified of Meeting:

Needed at Meeting:

Scheduled for meeting on: January 9, 2019

Action taken:

Follow-up:

COOPERATIVE SERVICE FIELD AGREEMENT

between
Umatilla County - Aerial (Cooperator)

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

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project as described below.

Wildlife Services aerial operations including Salary, Benefits, Fixed wing fuel, maintenance, and supplies.

ARTICLE 2

Under the Act of March 2, 1931, as amended (7 USC 426), and the Act of December 22, 1987 (7 USC 426c), the Secretary of Agriculture may conduct a program of wildlife services with respect to injurious animal species and take any action the Secretary considers necessary in conducting the program. Additionally, the Secretary of Agriculture, except for urban rodent control, is authorized to conduct activities to control nuisance mammals and birds and those mammal and bird species that are reservoirs for zoonotic diseases. In carrying out a program of wildlife services involving injurious and/or nuisance animal species or involving mammal and bird species that are reservoirs for zoonotic diseases, the Secretary is authorized to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions.

APHIS-WS and the Cooperator agree:

ARTICLE 3

- APHIS-WS will provide the requested wildlife damage management service;
- The Cooperator will provide, at time of service, a certified check, personal check, credit card via www.pay.gov, payable to USDA, APHIS in the amount of \$ 7500.00 for: Salary, Benefits, Supplies, Vehicle, and Overhead for services rendered under Article 1
- The monies received by APHIS-WS will be used for the purpose stated above.
- 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, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested WDM actions until it has made the determination of such compliance.
- Nothing in this Agreement shall prevent any other individual or organization from entering into separate Agreements with APHIS-WS for the purpose of controlling wildlife damage.
- That APHIS-WS has advised the Cooperator that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, Cooperator requests that APHIS-WS provide wildlife management services as stated under the terms of this Agreement.

ARTICLE 4

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate the requisitioning agency upon failure of Congress to so appropriate. This Agreement also may be reduced or terminated if Congress only provides the Agency funds for a finite period under a Continuing Resolution.

ARTICLE 5

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 there from.

ARTICLE 6

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).

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.

This Agreement shall become effective October 1, 20 18, and shall continue through September 30, 20 19 not to exceed one year. This agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not, for any reason, deposit necessary funds, APHIS-WS is relieved of the obligation to provide services under this Agreement.

Cooperator Name, Address, and Phone Number

Umatilla County
216 SE 4th Street
Pendleton, OR 97801

(541) 278-6204

Phone Number (541) 278-6273

Fax Number 93-6001993

Cooperator's Tax ID No. or Social Security No.
(As required by Debt Collection Improvement Act of 1996)

Cooperator's Signature Date

WS Representative Signature Date

State Director's Signature Date