

**BEFORE THE BOARD OF CURRY COUNTY COMMISSIONERS
IN AND FOR THE COUNTY OF CURRY, OREGON**

In the Matter of an Order Approving a)
Cooperative Service Agreement between)
Curry County and USDA)
(Wildlife Services))

ORDER NO. 23311

WHEREAS, the United States Department of Agriculture ("USDA") has proposed a Cooperative Service Agreement ("Agreement") for wildlife services, including the provision of a full time employee to facilitate the management of predatory and/or damage causing wildlife within Curry County; and

WHEREAS, timber companies and private landowners have expressed interest in contributing funding toward the Agreement in exchange for the shared services; and

WHEREAS, the County has funding for abatement expenses that can be used to pay costs associated with this Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT the Cooperative Service Agreement between Curry County and the United States Department of Agriculture for wildlife services, attached hereto and incorporated herein by reference is approved.

DATED this 4th day of October, 2023. **BOARD OF CURRY COUNTY COMMISSIONERS**



John Herzog, Chair

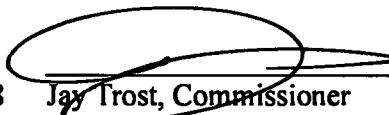


Brad Alcorn, Vice Chair

Approved as to Form:



Michael E. Fitzgerald, OSB #950738
County Legal Counsel



Jay Trost, Commissioner

CS2023-349
Curry County Clerk, Shelley Denney
Filed Date 10 126 23
Time 4:26 PM - 12 Pages
Deputy S. Lindseth
S. Lindseth

APHIS SALES ORDER REQUEST FORM

State Office: Date:

Agreement Number: Amendment: Number

Cooperator Name: FMMI

A/P Mailing Address:
(Billing address) Customer #

Cooperator Financial POC: Category: Cooperator PO #:

Sales Order Type:

Budget Period: FMMI PO (if a USDA Agency):

WBS Element: TAS:

Agreement Performance Period:

Amount of This SO Request: Total Amount to Date:

Overhead Rate: WS Pooled Job Costs: Frequency of Billing:

Previously on OSEC ☐ OSEC Date: Species Managed:

Location of Work:

Additional Comments:

New Agreement
New WBS: AP.RA.RX41.73.0294

CSA through 6/30/2028

For WRO Use Only:

Received in WRO	OSEC Report	Overhead Calc.	☒	Mail Distribution Date
9/22/2023	9/30/2023	ACMS	☒	
		Agr.Spec.	☒	
Routing Notes:				No. & State 1-scan
☐ MIPR	☐ Agreement	☒ CSA	☒ WFP	☐ 7600
☐ Mod	☐ Waiver	☐ DEOB	Attached	☒ MRP
				☒ SHC
Scan Date: 9/25/2023		Sent to: Kari, Kevin		

COOPERATIVE SERVICE AGREEMENT
between
CURRY 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 conduct wildlife damage management (WDM) activities to manage coyotes, birds and other predatory and /or damage causing species in Curry County to reduce damage and mitigate human health and safety threats.

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. All equipment with a purchase price of \$5,000 or more per unit, purchased directly with funds from the cooperator for use on this project shall be subject to disposal according to APHIS policy, and shall be specifically listed in the attached work plan and financial plan. Property title/disposal shall be determined when this project (including all continuations and revisions of this agreement) terminates, or when the equipment is otherwise directed to other projects, whichever comes first. If the equipment is sold prior to the project end, the proceeds should be allocated according to APHIS policy. Continuations and revisions to this agreement shall list any equipment with a purchase price of \$5,000 or more per unit, carried over from a purchase 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 designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.
Ted Fitzgerald, County Legal Counsel
94235 Moore Street. Ste. 123
Gold Beach, Oregon 97444
(541) 247-3291
countycounsel@co.curry.or.us
2. 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.
3. 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.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. 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.
6. 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.
7. 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 Flores
6035 NE 78th Court, Ste 100
Portland, OR 97218
503-820-2750
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 monthly 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

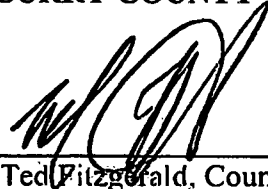
This agreement shall become effective on September 1, 2023, and shall continue through June 30, 2028, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 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.: 93-6002291
APHIS-WS's Tax ID: 41-0696271

Cooperator:

CURRY COUNTY



Ted Fitzgerald, County Legal Counsel
94235 Moore Street, Ste. 123
Gold Beach, Oregon 97444
(541) 247-3291
countycounsel@co.curry.or.us

09/21/2023
Date

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

Digitally signed by KEVIN
KEVIN CHRISTENSEN CHRISTENSEN
Date: 2023.09.22 11:47:04 -07'00'

Jeffrey Flores State Director, Oregon
USDA, APHIS, Wildlife Services
6035 NE 78th Ct, STE 100, Portland, OR 97218

Date

**WENDY
ANDERSON** Digitally signed by WENDY
ANDERSON
Date: 2023.09.22 15:54:01
-06'00'

Wendy Anderson, Acting Western Regional Director
USDA, APHIS Wildlife Services
2150 Centre Avenue
Bldg. B, Mail Stop 3W9
Fort Collins, CO 80526

Date

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

COOPERATOR: CURRY COUNTY (Cooperator)
COOPERATIVE AGREEMENT NO.: 23-7341-7400-RA
ACCOUNT WBS: AP.RA.RX41.73.0294
AGREEMENT DATES: September 1, 2023 – June 30, 2024
AGREEMENT AMOUNT: \$89,000.00

Pursuant to Cooperative Service Agreement No. 23-7341-7400 -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 damage management assistance to reduce or manage damage caused by coyotes, cougars, bears, predatory animals, and other damage causing wildlife to protect property, livestock, 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.

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, Paul Wolf, in Roseburg, Oregon, will supervise this project, (541) 679-1231. This project will be monitored by Jeffrey B. Flores, State Director, in Portland, Oregon, (971) 334-6151.
3. APHIS-WS will invoice Cooperator monthly for actual costs incurred in providing service, not to exceed \$89,000.00, 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

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.

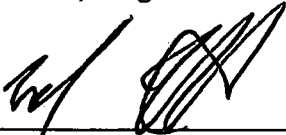
COST ESTIMATE FOR SERVICES:

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:

CURRY COUNTY

Ted Fitzgerald, County Legal Counsel
94235 Moore Street. Ste. 123
Gold Beach, Oregon 97444



Representative, Curry County
TIN# 936002291

9/21/2023
Date

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

KEVIN CHRISTENSEN

Digitally signed by KEVIN CHRISTENSEN
Date: 2023.09.22 11:47:49 -07'00'

Jeffrey B. Flores, State Director, Oregon

Date

**WENDY
ANDERSON**

Digitally signed by WENDY
ANDERSON
Date: 2023.09.25 07:57:06 -06'00'

Wendy Anderson, Acting Director, Western Region

Date

FINANCIAL PLAN

For the disbursement of funds from

Curry County -

to

USDA APHIS Wildlife Services

for

Predatory animal and bear work

from

8/1/2023

to

6/30/2024

Cost Element		Full Cost
Personnel Compensation	\$	48,039.68
Travel	\$	-
Vehicles	\$	13,064.45
Other Services	\$	5,880.00
Supplies and Materials	\$	3,011.94
Equipment	\$	-

Subtotal (Direct Charges)	\$	69,996.07
Pooled Job Costs	11.00%	\$ 7,699.57
Indirect Costs	16.15%	\$ 11,304.36
Aviation Flat Rate Collection		\$ -
Agreement Total	\$	89,000.00

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$89,000.00

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

County of Curry

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ►

Local Government

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

94235 Moore Street Suite 125

6 City, state, and ZIP code

Gold Beach, OR 97444

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

9 3 - 6 0 0 2 2 9 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►



Date ► 10/4/22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding*, later.

APPROVAL FOR FISCAL YEAR 2023 AGREEMENTS

Initiative Title: WS PROTECTION OF AGRICULTURE

Proposed funding level: \$ 18,616,327

What is the purpose of the initiative/agreement and how does it align with the Agency's and Secretary's priorities?

Wildlife Services (WS) protects agriculture resources associated with farming and ranching, and associated industries including livestock, crops, rangeland and timber, aquaculture, agricultural animal feed, and animal products. WS integrated wildlife management activities to protect agriculture include technical assistance and predation damage management to protect livestock, alleviation of bird damage, and to reduce crop and feed damage. Livestock producers experiencing problems with predation can request WS assistance to trap, harass, and remove predators. WS assist producers before calving season to obtain federal permits to harass or remove migratory birds, particularly black vultures. WS works with dairy producers to prevent birds from consuming feed and contaminating final products. In rangelands, WS employ 'range riders' and fence technicians to protect grazing livestock from predation. WS protects aquaculture farms from fish eating birds and potential diseases through coordinated large-scale hazing operations. WS assist timber producers by removing beavers and dams to prevent flooding and damage to timber lots. WS personnel conduct wildlife disease surveillance to detect diseases in wildlife may infect or impact domestic livestock. This initiative supports USDA goal 2 and APHIS objective 2.4

Previous year funding level: \$ 18,074,104

<Prior year details for initiatives can be found on an attached spreadsheet>

Historic instruments used to accomplish the initiatives goals

Cooperative Agreement (CA) ☒	Grant (GR) ☒	Interagency Agreement (IA) ☒	Incoming Fund Agreement (RA/TF/OTC) ☒
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Signatures:

Approving official:

Title	Name	Signature and date		
Program Manager/ADODR	Steven Wickenheiser	STEVEN WICKENHEISER Digitally signed by STEVEN WICKENHEISER Date: 2023.01.17 19:54:50 -05'00'	Signature needed	☐
Signatory or Delegate	David Reinhold	DAVID REINHOLD Digitally signed by DAVID REINHOLD DN: cn=US, ou=U.S. Government, ou=Department of Agriculture, ou=DAVID REINHOLD, o=9.2342.19200300.100.1.1+12001000092406 Date: 2023.01.18 07:50:41 -05'00'	Signature needed	☐
SES	Janet Bucknall	DONNA LALLI Digitally signed by DONNA LALLI Date: 2023.01.18 13:17:24 -05'00'	≥ \$250,000	☒
Agreement/Grant Specialist	Heather Trainum	HEATHER TRAINUM Digitally signed by HEATHER TRAINUM Date: 2023.01.19 19:04:16 -05'00'	Signature needed	☐