

Agreement Number: 10-73-41-0-_____-RA
Account Code: 073-7341-813

COOPERATIVE SERVICE FIELD AGREEMENT
between
City Of Newport
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. To provide annual airport wildlife hazard management training per FAA requirements for Newport Municipal Airport staff and review their management activities. Training will be conducted in June, 2012.

ARTICLE 2

Authority exists under the Act of March 2, 1931 (46 Stat. 1469; 7 U.S.C. 426-426b) as amended, and under the Rural Development, Agriculture, and Related Agencies Appropriations Act of 1988, (Public Law 100-202, 7 USC 426c) for Wildlife Services to cooperate and enter into agreements with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions to manage wildlife damage.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. APHIS-WS will provide the requested wildlife damage management service;
2. The Cooperator will reimburse the U.S. Department of Agriculture the sum of, not to exceed, \$1,500 to cover the costs listed below: To cover the cost of salary and benefits including preparation, travel and training time, for one certified airport wildlife biologist.
3. The Cooperator agrees to pay all costs of service submitted via an invoice within 30 days of the date of the submitted invoice or invoices as submitted by APHIS-WS. Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996. If the Cooperator is delinquent in paying the full amount of the due service costs submitted by APHIS-WS, APHIS-WS will immediately cease to provide the respective service associated with the submitted service costs. APHIS-WS will not reinstate or provide the respective service until all due service costs, and/or due late payments, and/or due interest, penalty, and/or administrative costs are first paid in full.
4. 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.
5. 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.
6. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
7. 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.

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

All WDM activities will be conducted in accordance with applicable Federal, State, and local laws and regulations. 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).

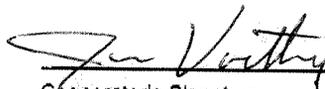
This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS provides goods or services on a cost recovery basis to nonfederal recipients.

This Agreement shall become effective April 25, 2012 and shall continue through July 31, 2012, not to exceed one year. This agreement may be amended or terminated at any time by mutual agreement of the parties in writing.

Cooperator Name, Address and Phone Number

Lance Vanderbeck
Newport Municipal Airport, KONP
169 SW Coast Hwy
Newport, OR 97365
Phone (541) 867-7422 Fax (541) 867-3656

93-6002222
Cooperator's Federal Tax Identification Number


Cooperator's Signature

5/4/12
Date

U.S. DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
David E. Williams, State Director
USDA APHIS WS
6135 NE 80th Ave, Suite A-8
Portland, OR 97218 (503) 326-2346

State Director's Signature Date