

WORK/FINANCIAL PLAN

Between
DODGE COUNTY
And

Agenda Item # 16
Date 6/2/21

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES (APHIS-WS)**

COOPERATOR ADDRESS	Dodge County Board of Supervisors 435 N. Park, Courthouse Room 102 Fremont, NE 68025
COOPERATIVE CONTACT	Dodge County Chairman Phone: 402-727-3911
COOPERATIVE AGREEMENT NUMBER	21-73-31-5288RA
WSB CODE	AP.RA.RX31.73.0400
LOCATION	Dodge County, Nebraska
AGREEMENT PERIOD	July 1, 2021 to June 30, 2022

Pursuant to Cooperative Service Agreement No. 21-73-31-5288RA entered in between Dodge County (Cooperator) and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (APHIS-WS), this Work Plan defines the objectives, plan of action, resources and budget for the Wildlife Damage Management program to be conducted from *July 1, 2021 through June 30, 2022*.

I. OBJECTIVES/GOALS

The objective of the work to be performed by the Wildlife Specialist(s) assigned to the Cooperator is for the management of damage or damage threats caused by wild and feral mammals to agricultural interests, other private and public property and for the protection of human health and safety. The APHIS-WS employee(s) will be adequately equipped to manage wildlife to reduce or alleviate property damage.

II. PLAN OF ACTION

APHIS-WS will assign one Wildlife Specialist(s) that will respond to nuisance wildlife problems within Dodge County. APHIS-WS will provide a vehicle, supplies and equipment for the project. Cost-sharing; This agreement will support a cooperatively funded position cost-sharing with, but not limited to, Dodge County, other counties, cities, private individuals, and Federal government.

APHIS-WS will conduct Wildlife Damage Management operations in and around Dodge County to minimize wildlife damage caused a variety of wildlife species. In cooperation with county, municipalities, and state agencies, WS will help reduce the probability of transmission of plague and rabies to human populations though collection of carnivore blood samples, and management of mammal populations that are vectors of rabies and plague. Direct efforts will be made to manage losses to agriculture, crops and livestock from damage and predation caused by wild and feral animals. Direct effort will be made for the protection of residential area from damage and predation by wild animals.

III. REPORTS

APHIS-WS will provide periodic reports of activities and accomplishments at the request of the Cooperator.

IV. STIPULATIONS AND RESTRICTIONS

- a. Operations will be conducted by APHIS-WS with input from Dodge County and shall be under the direct supervision of APHIS-WS listed below.
- b. Wildlife Damage Management: A Work Initiation Document for Wildlife Damage Management (WS Form 12A), a Work Initiation Document for Wildlife Damage Management-Multiple Resources 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.
- c. APHIS-WS will use only APHIS-WS employees and APHIS Volunteer Program participants. All APHIS-WS employees and APHIS volunteers have successfully met APHIS firearm safety standards.
- d. The program will be supervised by Jerry Feist, NE District Supervisor (308-252-2319) and monitored by Timothy Veenendaal, NE State Director (402-434-2342).

V. COST ESTIMATE FOR SERVICES

The cooperator will reimburse APHIS-WS for expenses incurred, not to exceed **\$14,272.96**. Such costs include salary/benefits, pooled job costs and overhead. Any equipment and supplies purchased under the terms of this agreement will remain the property of APHIS-WS.

See Attachment

A Statement of Services will be sent to the Cooperator quarterly.

NOTE: In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by WS are due and payable within 30 days of receipt. 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.

VI. AUTHORIZATION

Dodge County Board of Supervisors
435 N. Park, Courthouse Room 102
Fremont, NE 68025
Tax Identification Number: 47-0650650

Chairman

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
Tax Identification Number: 41-0696271

Timothy Veenendaal
State Director, Nebraska

Date

Keith Wehner
Director, Western Region

Date

FINANCIAL PLAN

For the dispersement of funds from

Dodge County -

to

USDA APHIS Wildlife Services

for

Livestock, Agriculture, Human Health and Safety Protection.

from

7/1/2021

to

6/30/2022

Cost Element		Full Cost
Personnel Compensation	\$	11,225.29
Travel	\$	-
Vehicles	\$	-
Other Services	\$	-
Supplies and Materials	\$	-
Equipment	\$	-

Subtotal (Direct Charges)	\$	11,225.29
Pooled Job Costs	11.00%	\$ 1,234.78
Indirect Costs	16.15%	\$ 1,812.88
Aviation Flat Rate Collection		\$ -
Agreement Total	\$	14,272.96

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$14,272.96

COOPERATIVE SERVICE AGREEMENT
Between
DODGE COUNTY
And
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

APHIS-WS will provide assistance to facilitate wildlife damage management (WDM) program activities in and around Dodge County to minimize wildlife damage caused a variety of wildlife species. The activities will include employing available technologies in an operational program as well as information transfer.

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. There will be no equipment with a procurement price of \$5,000 or more per unit purchased 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

The Cooperator agrees:

- a. To designate Dodge County Chairman in Fremont, NE as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement.

- b. 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.
- c. 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.
- d. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
- e. 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.
- f. 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.
- g. 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

WS agrees:

- a. To designate Timothy Veenendaal, State Director, 5940 S. 58th Street, Lincoln, NE 68516, (402) 434-2342 as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement.
- b. The performance of wildlife damage management actions by WS under this agreement is contingent upon a determination by WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
- c. To provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work and Financial Plan referenced in 3.a of this Agreement.
- d. To bill the Cooperator for costs incurred in performing WDM activities as authorized in the approved annual Work and Financial Plan as may be amended.
- e. To notify the Cooperator if costs are projected to exceed the amounts estimated and agreed upon in the Financial Plan. WS will cease providing goods or services until a revision to the Work and Financial Plan, as appropriate, have been agreed to and signed by both parties to this Agreement.

- f. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of WS pertaining to such claims for reimbursement to the extent permitted by Federal laws 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 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).

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 upon date of final signature and shall continue for a period of 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 30 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.: 47-0650650
APHIS-WS's Tax ID: 41-0696271

AUTHORIZATION:

Dodge County Board of Supervisors
435 N. Park, Courthouse Room 102
Fremont, NE 68025

Chairman

Date

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

Timothy Veenendaal
State Director, Nebraska

Date

Keith Wehner
Director, Western Region

Date