

WORK AND FINANCIAL PLAN
Between
PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM (COOPERATOR)
And
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

COOPERATOR ADDRESS	Platte River Recovery Implementation Program Headwaters Corporation 4111 4 th Avenue, Suite 6 Kearney, Nebraska 68845
COOPERATIVE CONTACT	Dr. David Baasch, Wildlife Biologist Phone: (308) 390-0456 Fax: (308) 237-4651 Email: baaschd@headwaterscorp.com
COOPERATIVE AGREEMENT NUMBER	17-73-31-6462-RA
ACCOUNT NUMBER	AP.RA.RX31.73.0029
LOCATION	Kearney, NE
AGREEMENT PERIOD	January 1, 2017 through February 29, 2017 and again from May 1, 2017 through August 31, 2017

Pursuant to Cooperative Service Agreement 17-73-31-6462-RA between the Platte River Recovery Implementation Program (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 January 1, 2017 through February 29, 2017 and again during the nesting period for terns and plovers May 1, 2017 through August 31, 2017.

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 nesting least tern and piping plover. 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 1 Wildlife Specialist (s) that will respond to nuisance wildlife problems located at the Broadfoot South, Cottonwood Ranch, Newark, Leaman East, and Dyer. These five sites are owned or managed by the Platte River Recovery Implementation Program. WS will provide a vehicle, supplies and equipment for the project.

APHIS-WS will conduct Wildlife Damage Management operations in and around the Broadfoot

South, Cottonwood Ranch, Newark, Leaman East, and Dyer to minimize predation on nesting least terns and piping plovers. WS personnel may address issues related to coyote, red fox, bobcat, raccoon, opossums, skunks, mink and badgers at these seven locations during January and February and the nesting season May through August 2017. Also, our services will include removal of wild cats and dogs that might frequent these nesting locations and predate on least terns and piping plovers. In cooperation with county, municipalities, and state agencies, WS will help reduce the probability of transmission of plague and rabies to human populations through collection of carnivore blood samples, and management of mammal populations that are vectors of rabies and plague while working at these sites.

III. REPORTS

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

IV. STIPULATIONS AND RESTRICTIONS

- a. All operations shall have the joint concurrence of APHIS-WS and Platte River Recovery Implementation Program and shall be under the direct supervision of APHIS-WS.
- b. Control on Private Lands: An agreement for Control of Animal Damage on Private Property (WS Form 12A) will be executed between APHIS-WS and the landowner, lessee, or administrator before any APHIS-WS work is conducted.
- c. Control of Public Lands: An Agreement for Control of Animal Damage on Non-Private Property (WS Form 12C) or an appropriate NEPA document will be executed between APHIS-WS and the public land administrator(s)/manager(s) before any APHIS-WS work is conducted.
- d. 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 and have received official National Rifle Association certifications. Certificates are available upon request.
- e. The program will be supervised 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 **\$54,907.46**. Such costs include, but are not limited to, salary/benefits, transportation, equipment /supplies, and program support. An estimated itemization of expenses is listed below; however funds may be distributed between itemized categories at the discretion of APHIS-WS if required. 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. CONTACTS

Technical Point of Contact (Program):

Dr. David Baasch, Wildlife Biologist
Platte River Recovery Implementation Program
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (308) 390-0456
Fax: (308) 237-4651
Email: baaschd@headwaterscorp.com

Technical Point of Contact (USDA APHIS WS):

Timothy Veenendaal, State Director
USDA APHIS Wildlife Services
5940 S. 58th Street
Lincoln, NE 68516
Phone: (402) 434-2340
Email: Timothy.B.Veenendaal@aphis.usda.gov

VII. AUTHORIZATION

Changes to this Annual Work/Financial Plan will be accomplished through a written amendment, agreed to by the parties.

Diane M. Wilson
Nebraska Community Foundation
Chief Financial and Administrative Officer
PO Box 83107
Lincoln, Nebraska 68501-3107
Phone: (402) 323-7330
Fax: (402) 323-7349
Email: dwilson@nebcommfound.org
Tax Identification Number: 47-0769903

Authorized Signature

Date

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

State Director, Nebraska

Date

Director, Western Region

Date

COOPERATIVE SERVICE AGREEMENT
Between
HEADWATER CORPORATION (COOPERATOR)
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 for Headwater Corporation for the protection of least tern and piping plover nests at the Broadfoot South, Cottonwood Ranch, Newark, Leaman East and Dyer Property which are a part of the Platte River Recovery Implementation Program. 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 Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c), for the Secretary of Agriculture to cooperate with States, individuals, public and private agencies, organizations, and institutions in the control of wild mammals and birds that are reservoirs for zoonotic diseases, or are injurious or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and public health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The Cooperator and WS agree:

- a. To confer and plan a WDM program that addresses the need for managing conflicts caused by wildlife at the Broadfoot South, Cottonwood Ranch, Newark, Leaman East and the Dyer Property these five sites are apart the Platte River Recovery Implementation Program. Based on this consultation, WS will formulate annually, in writing, the program work plan and associated budget and present them to the Cooperator for approval.
- b. Each year The Cooperator and APHIS-WS must agree to and sign the annual Work and Financial Plans, which upon execution are incorporated into this Agreement by reference.
- c. When either of the Cooperating parties address the media or incorporate information into reports and/or publications, both Cooperating parties must agree, in writing, to have their identities disclosed when receiving due credit related to the activities covered by this agreement.
- d. 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 - COOPERATOR RESPONSIBILITIES

The Cooperator agrees:

- a. To designate David M. Baasch Ph.D. 4111 4th Avenue Suite 6 Kearney, NE 68845 PH: (308) 390-0456 as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement.
- b. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Work and Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the Work 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 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, and/or is delinquent in paying the due late payments, and/or is delinquent in paying the interest, penalties, and/or administrative costs on any delinquent due service costs, 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.
- c. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
- d. 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 5 – 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 – WS CONDITIONS

For costs borne by WS, this agreement is contingent upon the passage of the Agriculture, Rural Development, and Related Agencies Appropriation Act for the current fiscal year from which expenditures may be legally met and shall not obligate APHIS upon failure of Congress to so appropriate. This Agreement also may be reduced or terminated if Congress provides APHIS funds only for a finite period under a Continuing Resolution.

ARTICLE 7 – ASSURANCES

Nothing in this agreement shall prevent any other State, agency, organization or individual from entering into separate agreements with WS the Cooperator for the purpose of managing wildlife damage.

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 – APPLICABLE REGULATIONS

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.

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 – AGREEMENT EFFECTIVE DATE

This Agreement shall become effective 1/1/2017 and shall continue for a period not to exceed 5 years expiring 12/31/2022. This agreement may be amended at any time by mutual agreement of the parties in writing. It may be terminated by either party upon 60 days written notice to the other party. Further, in the event the Cooperator does not for any reason reimburse expended funds, WS is relieved of the obligation to continue any operations under this agreement.

AUTHORIZATION:

Headwater Corporation
Platte River Recovery Implementation Program
David M. Baasch Ph.D.
4111 4th Avenue Suite 6
Kearney, NE 68845
(308) 390-0456

Tax Identification Number: 47-0769903

Authorized Signature

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

Director, Western Region

Date

FINANCIAL PLAN

For the dispersement of funds from
Platte River Recovery Implementation Project -

to
USDA APHIS Wildlife Services
for
Protection of Piping Plovers and Least Terns.

from
1/1/2017
to
8/30/2017

Cost Element		Full Cost
Personnel Compensation	\$	27,273.22
Travel	\$	1,500.00
Vehicles	\$	10,410.00
Other Services	\$	-
Supplies and Materials	\$	-
Equipment	\$	4,000.00

Subtotal (Direct Charges)	\$	43,183.22
Pooled Job Costs	11.00%	\$ 4,750.15
Indirect Costs	16.15%	\$ 6,974.09
Aviation Flat Rate Collection		\$ -
Agreement Total	\$	54,907.46

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$54,907.46