

APHIS SALES ORDER REQUEST FORM

State Office: Date:

Agreement Number: Amendment: Number

Cooperator Name: FMMI Customer #

Billing Address: Category:

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:

Additional Comments:

New WBS

For WRO Use Only:

Received in WRO	OSEC Report	Overhead Calc. <input checked="" type="checkbox"/>	
1/14/2022	1/31/2022	ACMS <input checked="" type="checkbox"/>	Mail Distribution Date <input type="text"/>
		Agr.Spec. <input checked="" type="checkbox"/>	No. & State <input type="text" value="1-scan"/>
Routing Notes:			
<input type="checkbox"/> MIPR	<input type="checkbox"/> Agreement	<input checked="" type="checkbox"/> CSA	<input checked="" type="checkbox"/> WFP
<input type="checkbox"/> 7600	<input type="checkbox"/> Mod	<input type="checkbox"/> Waiver	<input type="checkbox"/> DEOB
	Attached <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> MRP	<input checked="" type="checkbox"/> SHC
Scan Date: <input type="text" value="1/20/2022"/>	Sent to: <input type="text" value="Onida, Melissa"/>		

COOPERATIVE SERVICE AGREEMENT
between
**WYOMING DEPARTMENT OF AGRICULTURE (WDA), ANIMAL DAMAGE
MANAGEMENT BOARD (ADMB) (COOPERATORS)**
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 (CSA) is to set forth the terms and conditions by which WS shall serve as Liaison for coordinating implementation of the Wyoming Animal Damage Management Program in cooperation with WDA & ADMB on lands administered by the Bureau of Land Management (BLM) within Wyoming.

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 parties mutually understand and agree that:

1. APHIS-WS shall perform services as set forth in the Annual Work and Financial 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, delete or replace the Annual Work and Financial Plan.
2. The Cooperators certify that APHIS-WS has advised the Cooperators 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 purchased with funds from the Cooperators for use on activities authorized by this CSA.

COOPERATIVE SERVICE AGREEMENT between WYOMING DEPARTMENT OF
AGRICULTURE (WDA), ANIMAL DAMAGE MANAGEMENT BOARD (ADMB)
(COOPERATORS) and UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL
AND PLANT HEALTH INSPECTION SERVICE (APHIS) WILDLIFE SERVICES (WS)

4. The parties agree to coordinate with each other before responding to media requests on work associated with this CSA.

ARTICLE 4 – COOPERATORS RESPONSIBILITIES

WDA agrees:

1. To designate Doug Miyamoto (or his replacement), Director, WDA, 2219 Carey Avenue, Cheyenne, WY 82002 as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement.
2. To authorize APHIS-WS to conduct the activities as defined in the Annual Work and Financial Plan.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Annual Work and Financial Plan. If costs are projected to exceed the amount reflected in the Annual Work and Financial Plan, the Annual Work and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. WDA 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, WDA ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. That APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.
7. To annually aggregate data from the Wyoming Predator Management Districts (PMD) across the State, who do or desire to do work on the BLM, for incorporation into the WS Annual Predator Damage Management Plan with the BLM.
8. To annually supply PMD annual management plans to WS for incorporation into WS Annual Predator Damage Management Plan with the BLM upon timely receipt from PMDs.
9. To notify PMDs when their work plans do not coincide with BLM restrictions if notified by APHIS-WS or BLM of any applicable restrictions.

COOPERATIVE SERVICE AGREEMENT between WYOMING DEPARTMENT OF AGRICULTURE (WDA), ANIMAL DAMAGE MANAGEMENT BOARD (ADMB) (COOPERATORS) and UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS) WILDLIFE SERVICES (WS)

10. To annually collect data through the ADMB from PMDs for the prior year's work within the Wyoming Animal Damage Management Program for incorporation into the WS Annual Predator Damage Management Plan with the BLM.
11. To review PMD plans for the coming year's work and to aggregate the data into a comprehensive plan and distribute that plan to the PMDs
13. To be responsible for data collection, communication, and data sharing with the PMDs for which WS does not conduct WDM activities.

ADMB Agrees:

1. To support and advise WDA in the performance of its duties under this CSA.

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate Michael D. Foster (or his replacement), USDA APHIS WS, PO Box 67, Casper, WY 82602, (307) 261-5336, as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement.
2. To conduct activities at sites designated by Cooperators as described in the Annual Work and Financial Plan. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Annual Work and Financial Plan of this agreement.
3. That 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 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 Cooperators monthly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Annual Work and Financial 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.
5. To annually include WDM data from PMD's as supplied by the WDA for predator control work conducted on BLM administered lands within the areas covered by WS Annual Predator Damage Management Plan with the BLM.
6. To serve as the single point of contact for BLM concerning WDM activities on BLM administered lands by acting as a clearinghouse for information generated through the Wyoming Animal Damage Management Program.

COOPERATIVE SERVICE AGREEMENT between WYOMING DEPARTMENT OF AGRICULTURE (WDA), ANIMAL DAMAGE MANAGEMENT BOARD (ADMB) (COOPERATORS) and UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS) WILDLIFE SERVICES (WS)

7. To serve as the intermediary for issues concerning planned implementation activities identified in the WS Annual Predator Damage Management Plan with the BLM. WS will notify the WDA, as soon as possible, of those areas delineated by the BLM as having some form of animal damage control restrictions.

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,

COOPERATIVE SERVICE AGREEMENT between WYOMING DEPARTMENT OF AGRICULTURE (WDA), ANIMAL DAMAGE MANAGEMENT BOARD (ADMB) (COOPERATORS) and UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS) WILDLIFE SERVICES (WS)

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

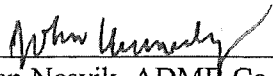
This agreement shall become effective upon signature of all parties and shall continue through June 30th, 2022. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to 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.: 83-0208667 A
APHIS-WS's Tax ID: 41-0696271

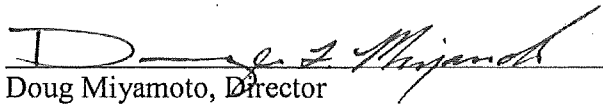
AUTHORIZATION:

WYOMING ANIMAL DAMAGE MANAGEMENT BOARD

for 
Brian Nesvik, ADMB Co-Chairman

1/2/22
Date

WYOMING DEPARTMENT OF AGRICULTURE


Doug Miyamoto, Director

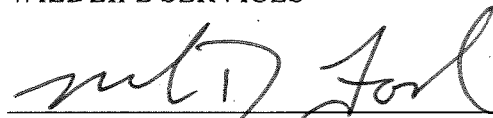
1-4-22
Date

WYOMING ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Mega Pope # 218274
Megan Pope, Senior Assistant Attorney General

1/3/22
Date

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


Michael D. Foster, Wyoming WS State Director

1-13-22
Date

CORY OGLESBY

Digitally signed by CORY OGLESBY
DN: c=US, o=U.S. Government, ou=Department of Agriculture,
cn=CORY OGLESBY, 0.9.2342.19200300.100.1.1=12001000003523
Date: 2022.01.20 08:48:46 -07'00'

Keith Wehner, Western Regional Director

Date

COOPERATIVE SERVICE AGREEMENT between WYOMING DEPARTMENT OF AGRICULTURE (WDA), ANIMAL DAMAGE MANAGEMENT BOARD (ADMB) (COOPERATORS) and UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS) WILDLIFE SERVICES (WS)

ANNUAL WORK AND FINANCIAL PLAN

Cooperator: Wyoming Department of Agriculture
Contact: Doug Miyamoto, Director
Cooperative Service Agreement Number: 22-7356-7239-RA
WBS Element: AP.RA.RX56.73.0040
FMMI Shorthand Code: 22XXWSWR5656REIMBRX56730040
Location: State of Wyoming
Dates: 12/21/2021 – 6/30/2022

Under the terms and conditions of the Cooperative Service Agreement (CSA) entered on the December 21, 2021 between Wyoming Department of Agriculture, Animal Damage Management Board (ADMB) (Cooperators) and the U.S. Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (WS), the following will constitute the Annual Plan of Work and attached Financial Plan for the period December 21, 2021 to June 30, 2022, for a total of \$750.00.

Program Objective

WS shall serve as Liaison for coordinating implementation of the Wyoming Animal Damage Management Program in cooperation with WDA and ADMB on lands administered by the Bureau of Land Management (BLM) within Wyoming.

Plan of Action

WS will:

- a. Perform services as set forth in the CSA
- b. APHIS-WS Wyoming State Director will supervise and monitor this project and can be reached at 307-261-5336. The financial point of contact is the Budget Analyst, at the same telephone number.

Stipulations and Restrictions:

- a. All activities conducted under this Annual Work and Financial Plan will be conducted in accordance with the current CSA.

Reports

The State Director or designee will provide the following reports to the Cooperators within 30 days after the end of each month:

- Billings and financial statements showing all expenditures made in carrying out the project.
 - NOTE: in accordance with the Debt Collection Improvement Act of 1996, bills issued by WS are due and payable within 30 days of receipt.
- If desired, an annual report covering the full year's activities and summary information, if available on reported losses.
- WS will provide copies of signed Annual Predator Damage Management Plan between WS and the BLM once the plans are signed.

Cost Estimate for Services

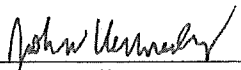
The cooperator agrees to reimburse WS for expenses incurred. WS will bill the Wyoming Department of Agriculture monthly for actual expenses incurred not to exceed \$750.00 in a single State Fiscal Year. Such costs include, but are not limited to, salary/benefits and administrative costs. An estimated itemization of expenses is attached; however, funds may be distributed between itemized categories at the discretion of WS as required.

Changes to this Annual Work and Financial Plan will be accomplished through a written amendment, agreed to by the signatories. All other terms and conditions of the agreement remain in effect.

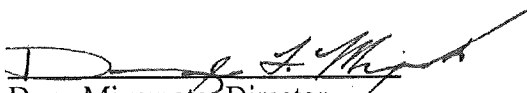
Cooperator's Tax ID No.: 83-0208667 A
APHIS-WS's Tax ID: 41-0696271

FINANCIAL PLAN

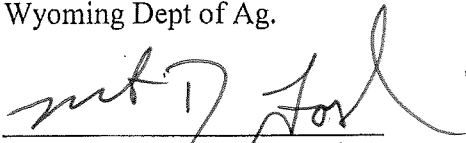
Cost Element		Full Cost
Personnel Compensation		\$676
Vehicles		
Travel		
Supplies, Materials, Equipment		
Aerial-Fixed wing	\$180/Hr.	
Aerial-Helicopter Fuel/pilot/gunner/fuel truck	\$300/Hr.	
Subtotal (Direct Charges)		\$676
Pooled Job Costs	11.00%	\$74
Indirect Costs	16.15%	
Aerial-Helicopter Flat Rate	\$400/Hr.	
Agreement Total		\$750
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$750.00		

for 
 Brian Nesvik, ADMB Co-Chairman
 ADMB

1/2/22
 Date


 Doug Miyamoto, Director
 Wyoming Dept of Ag.

1-4-22
 Date


 Michael D. Foster - Wyoming State Director
 USDA, APHIS, Wildlife Services

1-13-22
 Date

CORY OGLESBY

Digitally signed by CORY OGLESBY
 DN: c=US, o=U.S. Government, ou=Department of
 Agriculture, cn=CORY OGLESBY,
 0.9.2342.19200300.100.1.1=120010000003523
 Date: 2022.01.20 08:50:11 -07'00'

For: Keith Wehner – Western Regional Director
 USDA, APHIS, Wildlife Services

 Date



Animal and Plant
Health Inspection
Service

Wildlife Services

1400 Independence
Avenue SW
Washington, DC
20250

Voice: 202.799.7095
Fax: 202.690-0053

DECISION MEMORANDUM FOR THE APHIS ADMINISTRATOR

FROM: Janet L. Bucknall
Deputy Administrator

**JANET
BUCKNALL**

Digitally signed by JANET
BUCKNALL
Date: 2021.10.01 08:27:55
-04'00'

SUBJECT: Indirect Cost Waiver on a Cooperative Service Agreement (CSA)

ISSUE:

Request to waive Agency indirect costs on multiple CSA agreements between Wildlife Services (WS), Wyoming State Office and the Wyoming Department of Agriculture Animal Damage Management Board (ADMB) and multiple Wyoming County Predator Management Districts. This waiver request is for two years, July 1, 2022 through June 30, 2024.

SUMMARY:

ADMB has written policy which does not allow indirect charges for grants, contracts, and other agreements. The policy states:

ADMB Policy #27

27 Indirect Costs

It is the policy of the Wyoming Department of Agriculture, Animal Damage Management Board (ADMB) that payment of indirect or overhead costs on grants, contracts, and other agreements is prohibited. The ADMB defines indirect or overhead costs according to the Office of Management and Budget Circular A-21. Such costs are defined as costs *“that are incurred for common or joint objectives and, therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity.”*

Indirect cost examples include depreciation or use allowances on buildings and equipment, the costs of operating and maintaining facilities, and general administration and general expenses, such as salaries and expenses of executive officers, personnel administration, and accounting.

Additionally, the ADMB defines *“common or joint objectives”* as the use of funds directly granted by or contracted with the Federal Government and the ADMB and/or the use of funds originating with the ADMB, granted to or contracted with local county Predator Management Districts and then subsequently granted to or contracted with the Federal Government.

This award is issued under the authority listed in the cooperator’s policy which makes indirect costs unallowable.

DECISION MEMORANDUM FOR THE APHIS ADMINISTRATOR

Page 2

BACKGROUND:

APHIS existing policy provides that Indirect Rate of 16.15 percent of direct costs be assessed on all agreements where funds are provided to the agency. To comply with Agency policy, Wildlife Services must collect Indirect Costs on these types of agreements, unless a formal waiver is obtained.

Wildlife Services also collects an additional 11 percent of direct costs to be assessed on all agreements where funds are provided to the agency. This Pooled Job Cost Assessment is applied to account for expenses that may be directly identified with a project or program, but not readily identified with a single agreement.

The total financial breakdown of these agreements over two-years is as follows:

Direct Costs:	\$3,178,829.40	
Pooled Job Costs (11%):	\$349,671.23	
Indirect Costs – WS (11%):	\$349,671.23	Waived by WS
Indirect Costs – APHIS (5.15%):	\$163,709.72	Waiver requested
Total Agreement:	\$4,041,881.58	

The total amount of indirect costs in question is \$513,381. To facilitate meeting the total waiver amount sought, Wildlife Services' Deputy Administrator has approved a waiver of \$349,671 which is 11 percent of the direct cost of the agreements. The remaining balance of \$163,710 (5.15 percent) is requested to be waived to comply with AMDB policy for WS to enter into these agreements.

This high-priority core function WS program in Wyoming is directly related to APHIS Strategic Plan Goal 3 (Protect forests, urban landscapes, rangelands and other natural resources, as well as private working lands from harmful pests and diseases) and specifically Objective 3.2 (Reduce damage to valuable natural, agricultural, and other resources caused by wildlife). Specifically, the project is for funding predator damage management to protect cattle and sheep and for funding beaver damage management to protect a variety of resources.

Livestock production in Wyoming contributes substantially to the State's economy and is the second largest industry in the State. Cash receipts from the sale of cattle and calves total \$943 million dollars annually and Wyoming is ranked fourth in the nation for sheep/lamb production. The total value of sheep and lambs in Wyoming is 73.8 million dollars. Coyotes are the number one predator of sheep/lambs and the work that WS does in Wyoming helps protect this industry.

Each year farmers, ranchers, road/highway departments, water resource districts, and urban/suburban, property owners in Wyoming request assistance from WS with the management of raccoon, skunk and beaver conflicts to agricultural resources, natural resources, and property.

DECISION MEMORANDUM FOR THE APHIS ADMINISTRATOR

Page 2

OPTIONS:

OPTION #1: Waive the Agency indirect assessment for an amount equal to \$163,710, which is 5.15% of the agreement's direct cost amount of \$3,178,830.

OPTION #2: Do not waive Agency indirect assessment.

RECOMMENDATION:

Wildlife Services recommends the APHIS Administrator select OPTION #1. WS has had a long-standing cooperative relationship with the ADMB. Not entering into this new agreement due to not waiving indirect costs could significantly jeopardize those relationships as well as reducing or eliminating the assistance WS provides to many livestock producers, landowners, highway departments, and water resource districts.

DECISION BY THE APHIS ADMINISTRATOR

Approved: OPTION # 1

Date: 10/6/2021

Requires Additional Discussion:

Reviewed by: **MICHELLE**
SCHMID

Digitally signed by MICHELLE
SCHMID
Date: 2021.10.06 08:02:36
-05'00'