



1 TO: PRRIP GOVERNANCE COMMITTEE (GC)
2 FROM: EXECUTIVE DIRECTOR
3 SUBJECT: SOLE SOURCE JUSTIFICATION – USDA APHIS TRAPPING AT OFF-CHANNEL PLOVER AND
4 TERN NESTING SITES
5 DATE: NOVEMBER 28, 2022

6 Recommendation

7 The Executive Director's Office (EDO) requests the Governance Committee approve a sole-source
8 selection of USDA AHIS Wildlife Services to perform trapping of terrestrial mammalian predators at off-
9 channel sand and water (OCSW) tern and plover nesting peninsulas during the months of March through
10 August annually over the length of a 5-year Cooperative Service Agreement (2023-2027) (Attachment A).
11 Total cost for this service is estimated to be less than \$97,600.00 for FY2023, with an estimated annual
12 increase of 10% each year. This service falls under 2022 budget line-item LP-2-P. The EDO also
13 recommends that the GC approve the associated FY 2023 Work Plan (Attachment B) with its associated
14 Budget (Attachment C)

15 Background

16 Mammalian predator trapping occurs at all managed plover and tern OCSW nesting sites to reduce
17 losses of nests, chicks, and adults to predation and increase productivity within the AHR. Additionally,
18 the work plan includes beaver trapping as necessary at PRRIP managed sites, including at the North
19 Platte Choke Point to maintain flow through the State Channel improvements.

20 Justification

21 USDA APHIS Wildlife Services has performed all of the Program's OCSW mammalian predator trapping
22 efforts at managed plover and tern nesting sites over the last decade, providing reliable and consistent
23 trapping effort across the 90-mile AHR.

24 Trapping at OCSW nesting sites is conducted from March through August annually during the plover and
25 tern nesting season, which is outside of the fur bearer trapping season for which permits for this type of
26 trapping are regularly issued. USDA APHIS Wildlife Services is the sole provider of these services outside
27 of the fur bearer trapping season with the proper training, experience, previous site-specific knowledge
28 and holding the proper NGPC permits to perform these services at the time they are required.

29 USDA APHIS has been a collaborative partner in collecting the data on trapping effort and trapping success
30 (including data on the types of traps utilized and species captured at each site over the course of the
31 season) that provides the information on costs and benefits to predator trapping that will allow the
32 Program to evaluate the effectiveness of this predator management action. They have been receptive to
33 feedback, responsive to changes in capture strategy based upon the data collected, and willing to not only
34 collect detailed, accurate, and complete information on their trapping efforts, but provide it at multiple
35 points throughout the season for data QA/QC and data entry.



36 Based upon the reliable, consistent, and responsive trapping effort provided over the last 10 years, site-
37 specific knowledge of the predator community, and the lack of alternative providers with valid NGPC
38 permits for the summer nesting season, we recommend the Program sole source this project to USDA
39 APHIS Wildlife Services and approve the 5-year Cooperative Service Agreement (**Attachment A**), FY 2023
40 Work Plan (**Attachment B**), and associated Budget (**Attachment C**).



ATTACHMENT A
5-YEAR COOPERATIVE SERVICE AGREEMENT

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**COOPERATIVE SERVICE AGREEMENT
NEBRASKA COMMUNITY FOUNDATION ON BEHALF OF
THE PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
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 Kearney South, Cottonwood Ranch, Newark, Leaman East, Dyer, OSG Lexington Pit, and Follmer-Alda Pit 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 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. To confer and plan a WDM program that addresses the need for managing conflicts caused by wildlife at the Broadfoot Kearney South, Cottonwood Ranch, Newark, Leaman East, Dyer, OSG Lexington Pit and Follmer-Alda Pit. These seven sites are a part 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.
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

Cooperator agrees:

1. To designate the as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

Malinda Henry, Science Plan Coordinator
Platte River Recovery Implementation Program
Headwater Corporation
Phone: 308-237-5728
Fax: 308-237-4651
henrym@headwaterscorp.com

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.

Timothy Veenendaal, State Director
5940 South 58th Street
Lincoln, NE 68516
402-434-2342
Timothy.b.veenendaal@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 quarterly 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 March 1, 2023, and shall continue through February 29, 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 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.: 47-076993

APHIS-WS's Tax ID: 41-0696271

**NEBRASKA COMMUNITY FOUNDATION (ON BEHALF OF THE PLATTE RIVER
RECOVERY IMPLEMENTATION PROGRAM)**

Jason D. Kennedy

Date

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

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

Timothy Veenendaal, State Director

Date

USDA, APHIS, WS
5940 South 58th Street
Lincoln, NE 68516

Keith Wehner, Director, Western Region

Date

2150 Centre Avenue, Bldg. B
Mail Stop 3W9
Fort Collins, CO 80526



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**ATTACHMENT B
FY 2023 WORK PLAN**

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	Malinda Henry, Science Plan Coordinator Phone: (308) 237-5728 Fax: (308) 237-4651 Email: henrym@headwaterscorp.com
COOPERATIVE AGREEMENT NUMBER	23-73-31-6462-RA
ACCOUNT NUMBER	AP.RA.RX31.73.0029
LOCATION	Kearney, NE
AGREEMENT PERIOD	March 1, 2023, through August 31, 2023

Pursuant to Cooperative Service Agreement 23-73-31-6462-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 March 1, 2023, through August 31, 2023.

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 Wildlife Specialist (s) that will respond to nuisance wildlife problems located at the Broadfoot Kearney South, Cottonwood Ranch, Newark, Leaman East, Dyer, OSG Lexington Pit, and Follmer-Alda Pit. These seven 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 Kearney South, Cottonwood Ranch, Newark, Leaman East, Dyer, OSG Lexington Pit, and Follmer-Alda Pit

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 March through August 2023. 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.

In addition, WS will utilize all practical and legal beaver management techniques to include trapping, shooting and beaver dam hand removal. APHIS-WS personnel may also make recommendations to Platte River Recovery Implementation Program on beaver management. Also, Platte River Recovery Implementation Program will be responsible for designating WS activities, and providing the appropriate clearances needed to complete the stated objectives/goals. Operations will be conducted as allowed by NGPC regulations and permits.

III. REPORTS

APHIS-WS will collect and provide data related to trapping effort and trapping success in addition to providing periodic summary 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. 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 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 **\$97,592.80**. 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):

Malinda Henry, Science Lead
Platte River Recovery Implementation Program
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Email: henrym@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) 434-2342
Email: Timothy.B.Veenendaal@aphis.usda.gov

Billing Point of Contact (Program)

Malinda Henry, Science Plan Coordinator
Platte River Recovery Implementation Program
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Email: henrym@headwaterscorp.com

VII. AUTHORIZATION

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

Jason Kennedy
Nebraska Community Foundation
Chief Financial & Administrative Officer
PO Box 83107
Lincoln, Nebraska 68501-3107
Phone: (402) 323-7330
Fax: (402) 323-7349
Email: jkennedy@nebcommfound.org
Tax Identification Number: 47-0769903

Jason D. Kennedy

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



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**ATTACHMENT C
ASSOCIATED BUDGET**

FINANCIAL PLAN

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

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

from
3/1/2023
to
8/31/2023

Cost Element		Full Cost
Personnel Compensation	\$	58,683.07
Travel	\$	1,000.00
Vehicles	\$	12,571.00
Other Services	\$	-
Supplies and Materials	\$	-
Equipment	\$	4,500.00

Subtotal (Direct Charges)	\$	76,754.07
Pooled Job Costs	11.00%	\$ 8,442.95
Indirect Costs	16.15%	\$ 12,395.78
Aviation Flat Rate Collection		\$ -
Agreement Total	\$	97,592.80

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$97,592.80