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BJ O'Connor-Schevers

Duly and officially adopted by the County Board on:\_\_\_\_\_

Signed: \_\_\_\_\_  
Board Chairperson County Clerk

Approved: \_\_\_\_\_ Vetoed: \_\_\_\_\_

Signed: \_\_\_\_\_  
County Executive

WS-ER (7-17)

Agreement No.:  
WBS Element:

**COOPERATIVE SERVICE AGREEMENT**  
Between  
**OUTAGAMIE COUNTY ZONING DEPARTMENT (OCZD)**  
and the  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)**  
**WILDLIFE SERVICES (WS)**

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 USCA 8351-7 USCA 8352) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 USCA 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

APHIS WS and OCZD agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. OCZD will provide the U.S. Department of Agriculture the sum of **\$3,208.00** to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed date.
3. OCZD ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS WS will be used for wildlife damage management activities.
5. 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.
6. OCZD certifies that APHIS WS has advised OCZD that there may be private sector service providers available to provide wildlife management services that OCZD is seeking from APHIS WS.
7. 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.

ARTICLE 4

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 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective January 1, 2018 and shall continue in effect until the completion or termination of the project and will expire on December 31, 2018. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event OCZD does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: **39-6005724**

Outagamie County Zoning Administration  
County Administration Building  
410 S. Walnut Street  
Appleton, WI 54911

USDA-APHIS-Wildlife Services  
732 Lois Drive  
Sun Prairie, Wisconsin 54501

**DANIEL HIRCHERT** Digitally signed by DANIEL HIRCHERT  
Date: 2018.01.02 13:51:04 -06'00'

\_\_\_\_\_  
Cooperator's Signature Date

\_\_\_\_\_  
State Director Date

**WORK PLAN**

Wildlife Species: Multiple species.

Description of Damage: Wildlife pose hazards to aircraft and the flying public at the Appleton International Airport (ATW). These hazards can increase with the development of stormwater ponds and other wildlife attractants within 5 miles of ATW.

Location: Stormwater management proposals within 5 miles of ATW.

Services Provided: APHIS WS was requested by the Outagamie County Zoning Department (OCZD) to provide recommendations regarding proposed stormwater ponds and other wildlife attractants proposed for construction within 5 miles of the ATW. These proposals could be requested at any time throughout the year and APHIS WS are regarded by the Federal Aviation Administration and the Wisconsin Department of Transportation, Bureau of Aviation as the experts regarding wildlife hazards and their management near airports. APHIS WS will review the proposals using the best available science, knowledge, and local experiences and provide recommendations to reduce the risk of wildlife hazards utilizing the proposed wildlife attractant. APHIS-WS will comply with all necessary recordkeeping requirements, including compliance with the National Environmental Policy Act.

The Cooperator and APHIS-WS Agree:

- All activities will be conducted according to Federal, and applicable State and local laws, regulations, permits, and other authorities.
- It has been understood that OCZD will be responsible for issuing any required local permits and enforcement of APHIS WS recommendations for wildlife attractants near ATW. APHIS WS is a non-regulatory agency and has no enforcement abilities. If APHIS WS recommendations are not enforceable by OCZD, APHIS WS' recommendations may become more restrictive to ensure the safety of the flying public at ATW.

**FINANCIAL PLAN**

Personnel Costs .....	\$2,523.00
Supplies & Equipment.....	\$ 0.00
Subtotal (Direct Costs) .....	\$2,523.00
Pooled Job Costs .....	\$ 278.00
Indirect Costs .....	\$ 407.00
TOTAL .....	\$3,208.00

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **\$3,208.00**.

**Financial Point of Contact**

Cooperator:	Tim Roach	Phone: 920-832-6033
APHIS, WS:	Donna Evans, Budget Analyst	Phone: 608-837-2727