

Dane County Contract Cover Sheet

Revised 06/2021

Res 260
Significant

Dept./Division	Airport/Landing 9090		
Vendor Name	US Dept of Ag-APHIS Wildlife Services	MUNIS #	8281
Brief Contract Title/Description	To conduct operational control activities to reduce wildlife hazards to aircraft utilizing DCRA. Not to exceed \$30k annually.		
Contract Term	1/01/2022 - 12/31/2026		
Contract Amount	\$ 150,000.00		

Contract #	14586
Admin will assign	
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input checked="" type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Michael Stephens	Name	Daniel Hirchert
Phone #	608-246-3392	Phone #	608-837-2727
Email	stephens.michael@msnairport.com	Email	daniel.l.hirchert@usda.gov
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required) RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)
<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	Org: AIRLNDG	Obj: 30966	Proj:	
	Year 2022	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	260
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Year	2021
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by: Rodney Knight	<input type="checkbox"/> Non-standard Contract

APPROVAL
Dept. Head / Authorized Designee
<i>Kimberly Jones</i>

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
<i>Greg Brockmeyer</i>	<i>David Gault</i>

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 12/17/21	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, December 21, 2021 3:09 PM
To: Hicklin, Charles; Gault, David; Patten (Purchasing), Peter; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14586
Attachments: 14586.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 12/21/2021 3:36 PM	Approve: 12/21/2021 3:36 PM
	Gault, David	Read: 12/21/2021 3:14 PM	Approve: 12/21/2021 3:20 PM
	Patten (Purchasing), Peter		
	Lowndes, Daniel		
	Stavn, Stephanie	Read: 12/21/2021 4:25 PM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #14586

Department: Airport

Vendor: US Dept of Ag/AGPHIS Wildlife Services

Contract Description: Conduct operational control activities to reduce wildlife hazards to aircraft utilizing the DCRA (Res 260)

Contract Term: 1/1/22 – 12/31/26

Contract Amount: \$150,000.00

Michelle Goldade

Administrative Manager

Dane County Department of Administration

Room 425, City-County Building

210 Martin Luther King, Jr. Boulevard

Madison, WI 53703

PH: 608/266-4941

Fax: 608/266-4425

TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

Goldade, Michelle

From: Patten (Purchasing), Peter
Sent: Wednesday, December 22, 2021 6:58 AM
To: Goldade, Michelle
Subject: Approve: Contract #14586

Goldade, Michelle

From: Lowndes, Daniel
Sent: Tuesday, December 21, 2021 4:46 PM
To: Goldade, Michelle
Subject: Approve: Contract #14586

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

2021 RES-260

**AUTHORIZING INTERGOVERNMENTAL COOPERATIVE SERVICE AGREEMENT
WITH THE UNITED STATES DEPARTMENT OF AGRICULTURE**

Dane County Regional Airport

Dane County has negotiated an agreement (the "Agreement") with the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services ("USDA") pursuant to which the USDA will provide services to evaluate and address wildlife hazards involving aircraft utilizing the Dane County Regional Airport ("DCRA"). The Agreement is part of the County's cost-sharing arrangement with the United States Air National Guard under which the National Guard will enter into a separate agreement with the USDA to pay for the majority of the total costs for the USDA's services related to reducing the wildlife strike threat to both civil and military aircraft operating in the vicinity of DCRA. The Agreement provides for the direct assistance of USDA personnel, including a full-time wildlife biologist, to work in cooperation with DCRA staff to assess and manage the interaction of wildlife with aviation activity and aircraft operations at DCRA for the protection of human and aviation safety. The Agreement is for a term of five years, commencing on January 1, 2022.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Executive and the Dane County Clerk are authorized to execute on behalf of Dane County an agreement with the USDA for services related to the assessment and management of wildlife hazards related to operations at DCRA, as set forth above.

COOPERATIVE SERVICE AGREEMENT
between
DANE COUNTY
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 is for the APHIS WS program to conduct operational control activities to reduce wildlife hazards to aircraft utilizing Dane County Regional Airport (MSN), and the critical airspace surrounding the airport. This Agreement allows for the direct assistance by WS personnel to conduct management operations for the protection of human and aviation safety, in cooperation with Dane County (the Cooperator).

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

Cooperator agrees:

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

Dane County Regional Airport:

Michael Stephens, Director of Operations and Public Safety

Dane County Regional Airport

4000 International Lane

Madison, WI 53704

608-246-3392

stephens.michael@msnairport.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.
8. To obtain the appropriate permits for removal activities for species listed in the Work Plan and list USDA, APHIS, Wildlife Services as subpermitees.

9. The Cooperator will not be connected to the USDA APHIS computer network(s).

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.

APHIS-WS:

Daniel L. Hirschert, State Director
USDA, APHIS, Wildlife Services
732 Lois Drive
Sun Prairie, WI 53590
608-837-2727
daniel.l.hirschert@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 January 1, 2021 and shall continue through December 31, 2021. 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.: 39-6005684
APHIS-WS's Tax ID: 41-0696271

Cooperator:

Dane County
Joseph Parisi, County Executive
210 Martin Luther King Jr. Blvd, Room 421
Madison, WI 53703
608-266-4114
parisi@countyofdane.com

Date

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

DANIEL HIRCHERT

Digitally signed by DANIEL HIRCHERT
DN: c=US, o=U.S. Government, ou=Department of
Agriculture, cn=DANIEL HIRCHERT,
0.9.2342.19200300.100.1.1=12001000204398
Date: 2021.12.22 14:36:22 -0600

12-22-2021

Daniel L. Hirschert, State Director
USDA, APHIS, WS
732 Lois Drive
Sun Prairie, WI 53590
608-837-2727
daniel.l.hirschert@usda.gov

Date

WILLIE HARRIS

Digitally signed by WILLIE
HARRIS
Date: 2021.12.23 13:48:05 -05'00'

12/23/2021

Willie Harris
Director, Eastern Region
USDA, APHIS, WS
920 Main Campus Drive; Suite 200
Raleigh, NC 27606
willie.d.harris@usda.gov

Date

WORK PLAN

COOPERATOR

Dane County

LOCATION

Dane County Regional Airport (MSN)

Dane County

Wisconsin

WORK PLAN PERIOD

This Agreement shall commence on January 1st, 2022 and shall expire on December 31, 2026.

INTRODUCTION

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. 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), 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.

The WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the WS Program Final Environmental Impact Statement. These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, managing wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

In accordance with the Cooperative Service Agreement between Dane County and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

OBJECTIVE

The objective of this Agreement is to reduce wildlife hazards to aircraft utilizing Dane County Regional Airport, and the critical airspace surrounding the airport on properties owned and managed by Dane County. This position is a cost-share with the United States Air National Guard, 115th Fighter Wing (FW) to reduce the wildlife strike threat to both civil and military aircraft. This Agreement allows for the direct assistance by APHIS WS personnel to conduct management operations for the protection of human and aviation safety.

ANTICIPATED PROJECT RESULTS AND BENEFITS

Through the application of an integrated wildlife hazard management plan, wildlife (both birds and mammals) hazards to aircraft will be reduced. The implementation of this plan will result in a reduction of wildlife activity in and around the airport which poses direct hazards to aircraft safety. This reduction in hazards will directly result in increased safe conditions for aircraft utilizing the airport. However, the presence of APHIS WS does not guarantee that all wildlife hazards will be completely eliminated.

PLAN OF ACTION

- Personnel:** A full-time Wildlife Biologist will be employed to conduct operations at the 115th FW, Truax Field Air National Guard Base jointly located at MSN. The Biologist will be work cooperatively with MSN personnel to address wildlife hazard issues.
- Action:** APHIS WS will implement the BASH Plan for the 115th FW and the Wildlife Hazard Management Plan currently in place at the airport. These plans call for the integration of all available management techniques to resolve human/wildlife conflicts.
- Equipment:** APHIS WS will utilize management techniques and equipment approved by Federal, and applicable State and local laws.

MONITORING OF ACCOMPLISHMENTS

Quarterly and annual reports of activities and findings will be provided to the 115th FW and the airport. Additional reports may be provided upon request.

FINANCIAL PLAN (2022-2026)

Cost Element		Full Cost
Personnel Compensation		\$23,594.00
Travel		
Vehicles		
Other Services		
Supplies and Materials		
Equipment		
Subtotal (Direct Charges)		\$23,594.00
Pooled Job Costs	11.00%	\$2,595.00
Indirect Costs	16.15%	\$3,811.00
Aviation Flat Rate Collection		
Agreement Total		\$30,000.00
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement but may not exceed: \$30,000.00 per year from 2022 - 2026.		

Financial Point of Contact/Billing Address [as appropriate]:

Cooperator Name, Address, Phone Number, Email

Michael Stephens, Director of Operations and Public Safety
 Dane County Regional Airport
 4000 International Lane
 Madison, WI 53704
 608-246-3392
stephens.michael@msnairport.com

APHIS-WS State Office Name, Address, Phone Number, Email

Tina Stott, Budget Analyst
 USDA, APHIS, Wildlife Services
 732 Lois Drive
 Sun Prairie, WI 53590
 608-837-2727
Tina.Stott@usda.gov