

**COOPERATIVE SERVICE AGREEMENT (CSA)**  
**between**  
**EL DORADO COUNTY (COOPERATOR)**  
**and**  
**UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)**  
**WILDLIFE SERVICES (WS)**

**ARTICLE 1 – PURPOSE**

The purpose of this agreement is to maintain an USDA-APHIS-WS Integrated Wildlife Damage Management (IWDM) program in El Dorado County. USDA-APHIS-WS will assist business/property owners, private citizens, and governmental agencies in protecting human resources, which include, but are not limited to, residents, property, livestock, crops, and natural resources from damage caused by predators, wild and feral animals, and other nuisance wildlife.

**ARTICLE 2 – AUTHORITY**

USDA-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. USDA-APHIS-WS shall perform services set forth in this Cooperative Service Agreement that constitutes an IWDM program that addresses the need for managing conflicts caused by predators and other nuisance wildlife in El Dorado County.
2. USDA-APHIS-WS will provide to the Cooperator a Financial Plan annually for approval. It is understood and agreed that any monies allocated for the purpose of the Agreement shall be expended only towards the activities and related expenses outlined herein.
3. Cooperate with the California Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, County, city governments, and other entities to ensure compliance with applicable Federal, State, and local laws and regulations.
4. 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 CSA and/or Financial Plan.

WS Agreement Number: 23-7306-6574-RA  
WBS: AP.RA.RX06.73.0184

[optional] Cooperator PO: \_\_\_\_\_

2. To authorize USDA-APHIS-WS to conduct direct control activities as defined in the Work Plan. USDA-APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn USDA-APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse USDA-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 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 USDA-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 USDA-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 USDA-APHIS-WS shall be responsible for administration of USDA-APHIS-WS activities and supervision of APHIS-WS personnel.
8. The Cooperator will not be connected to the USDA-APHIS computer network(s).

#### ARTICLE 5 – USDA-APHIS-WS RESPONSIBILITIES

USDA-APHIS-WS Agrees:

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

USDA-APHIS-WS State Director: Name/Title, Address,

Phone Number, Email

Dennis L. Orthmeyer/California State Director

3419A Arden Way

Sacramento, CA 95825

(916) 979-2675

Dennis.L.Orthmeyer@USDA.GOV

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[optional] Cooperator PO: \_\_\_\_\_

#### **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 USDA-APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides USDA-APHIS-WS funds for a finite period under a Continuing Resolution.

#### **ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE**

Nothing in this agreement shall prevent USDA-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**

USDA-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 1 July 2023 and shall continue through 30 June 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 60 days prior to effecting such action.