MEMORANDUM OF AGREEMENT BETWEEN THE U.S. DEPARTMENT OF AGRICULTURE, ANIMAL AND PLANT HEALTH INSPECTION SERVICE, WILDLIFE SERVICES AND THE U.S. ARMY CORPS OF ENGINEERS FOR WILDLIFE DAMAGE MANAGEMENT SERVICES

ARTICLE I - PURPOSE AND AUTHORITY

This Memorandum of Agreement (MOA) is entered into by and between the U.S. Army Corps of Engineers (USACE) and the U.S. Department of Agriculture, Animal and Plant Health Inspection Service-Wildlife Services (APHIS-WS) (collectively "the Parties") for the purpose of establishing a mutual framework governing the respective responsibilities of the Parties for the provision of goods and services described in Article II. This MOA is entered into pursuant to the Economy Act (31 U.S.C. § 1535).

ARTICLE II - SCOPE

Goods and services which the APHIS-WS may provide under this MOA include managing damage caused by indigenous, non-native or feral vertebrates on USACE lands, facilities, and waters; minimizing losses to livestock and wildlife due to predation by coyotes, mountain lions, vultures, and other predators; managing wildlife diseases; managing damage caused by invasive species such as feral swine and rats; managing damage to Threatened and Endangered (T&E) species caused by avian and mammalian predators; managing nuisance wildlife; protecting other wildlife, plants, and habitat from wildlife damage as requested by USACE; and such other related goods or services as may be agreed upon in the future.

The Parties do not anticipate that USACE will provide goods and services to APHIS-WS. If the need arises, the parties will address such goods and services in future agreements.

Nothing in this MOA shall be construed to require the Parties to exclusively order goods or services within the scope of this MOA from one another or to require the Parties to provide any goods or services, except as may be set forth in orders executed pursuant to Article V.

ARTICLE III - INTERAGENCY COMMUNICATIONS

To provide for consistent and effective communication between the Parties, each Party shall appoint a Principal Representative to serve as its central point of contact on matters relating to this MOA. Additional representatives may also be appointed to serve as points of contact on individual orders. The Principal Representatives are as follows:

For USACE:

1) Michael Richards, Natural Resource Program Manager
U.S. Army Corps of Engineers
441 G Street NW
Washington, DC 20314
202-913-4070

2) Jeremy Crossland, Program Manager
U.S. Army Corps of Engineers
441 G Street NW
Washington, DC 20314
202-761-4259

For APHIS-WS:

1) Robert Hromack, Staff Wildlife Biologist
USDA-APHIS-WS
50 Old Hickory Ridge Road
Washington, PA 15301
240-446-2647

2) Kendra Cross, Deputy Director, Wildlife Operations (Alternate)
USDA-APHIS-WS
87 Ollie Lane
Mt. Clare, WV 26408
222-666-8250

ARTICLE IV – G-INVOICING AND GENERAL TERMS AND CONDITIONS (GT&C) AGREEMENT

Prior to executing any orders under this MOA, the Parties shall execute a GT&C agreement using Department of Treasury Fiscal Service (FS) Form 7600A/ General Terms and Conditions (GT&C) agreement, that incorporates the terms and conditions of this MOA by reference. The Parties shall enter the GT&C in G-Invoicing when both parties have full implementation.

ARTICLE V - ORDERS

In response to requests from USACE for APHIS-WS assistance under this MOA, the Parties shall conclude mutually agreed upon written orders. Goods and services shall be provided under this MOA and associated GT&C only after an appropriate order has been signed by an authorized representative of each Party. Prior to full implementation of G-Invoicing by both Parties, orders will be executed on FS Form 7600B with an accompanying obligation document such as MIPR. Once fully implemented, orders will be developed using G-Invoicing.

By executing an order, both Parties certify that the following Economy Act requirements have been met:

1) USACE has determined that funds are available;
2) USACE has determined that the order is in the best interest of the United States Government;
3) APHIS-WS has determined that it is able to provide or procure by contract the ordered goods or services; and
4) USACE has determined that the ordered goods or services cannot be provided by contract as conveniently or economically by a commercial enterprise.

In addition to the above, when the provision of the ordered goods or services under an order requires APHIS-WS to perform a contract action on behalf of the USACE, USACE activity must include the required Economy Act Determinations and Findings under FAR subpart 17.502-2 on order or provide separate written Determinations and Findings documents for each FS Form 7600B.

Orders must include:

1) A detailed scope of work statement;
2) Schedules;
3) Funding arrangements, including the choice of quarterly or monthly billing;
4) The amount of funds required and available to accomplish the scope of work;
5) USACE's fund citation and the date upon which the cited funds expire for obligation purposes;
6) Procedures for amending or modifying the order;
7) The reports to be submitted by APHIS-W to USACE;
8) Such other particulars as are necessary to describe clearly the obligations of the Parties with respect to the requested goods or services.
9) If the order is processed in G-Invoicing under a GTC that covers multiple projects herein called a U-GTC, or Universal GTC, the order must have a cover document with identifying numbers, terms and conditions attached to the GINV Order. Any orders under the U-GTC without the cover document will not be processed by APHIS-WS. Any U-GTCs issued will have this stipulation included, in addition to a draft of the cover document as reference.

In the event of a conflict between this MOA and an associated GT&C or order, this MOA shall control.

ARTICLE VI - RESPONSIBILITIES OF THE PARTIES

APHIS-WS shall:

1) Provide USACE with goods or services in accordance with the purpose, terms, and conditions of this MOA and any specific requirements set forth in associated GT&C, orders, and implementing arrangements.

2) Ensure that only authorized APHIS-WS representatives sign orders.

3) Provide detailed periodic progress, financial, and other reports to USACE as agreed to in an order. Financial reports shall include information on all funds received, obligated and expended, and any forecasted obligations and expenditures.

4) Inform USACE of all contracts entered into under each order.

5) Adhere to EM 385-1-1 Safety and Health Requirements Manual while conducting work on USACE project sites.

USACE shall:

1) Certify, prior to the execution of each order under this MOA and associated GT&C, that the order complies with the requirements of the Economy Act, and that any required written Economy Act Determinations and Findings have been completed in accordance with Article V of this MOA.

2) Pay all costs associated with APHIS-WS's provisions of goods or services under this MOA and certify, at the time of signature of an order, the availability of funds necessary to accomplish that order.

3) Ensure that only authorized USACE representatives sign orders.

4) Develop draft orders to include scope of work statements.

5) Obtain for APHIS-WS all necessary real estate interests and access to all work sites and support facilities and perform all coordination with and obtain any permits from state and local agencies, as necessary during the execution of each order.

ARTICLE VII – PERFORMANCE OF APHIS-WS ACTIVITES AT USACE PROJECTS

In some instances, APHIS-WS will have independent funding to perform wildlife damage management services anywhere in the United States, to include USACE projects. In such instances, APHIS-WS can perform such services at USACE projects with no need for USACE reimbursement or an Economy Act order. Prior to doing so, however, USACE shall request, and APHIS-WS shall provide, a written statement, signed by an APHIS-WS official with proper authority as determined by APHIS-WS, that cites the statutory authority under which APHIS-WS is conducting the specific wildlife damage management services and provides a certification that APHIS-WS has funding properly available for such purpose. USACE project offices may require additional documentation as needed to grant APHIS-WS access to, and permit APHIS-WS activities on USACE projects. APHIS-WS may require USACE to approve a work initiation document that identifies the species being managed and the methods of control to be applied. Notwithstanding Articles XIII and XIV, USACE is not responsible for costs and liabilities arising from non-reimbursable support provided to USACE as contemplated under this Article.

ARTICLE VIII – ENVIRONMENTAL REVIEWS FOR WILDLIFE DAMAGE MANGAGEMENT SERVICES PERFORMED AT USACE PROJECTS

For wildlife damage management services requested by USACE under Economy Act orders pursuant to Article V, USACE shall serve as the lead agency for compliance with National Environmental Policy Act (NEPA) and other applicable environmental and cultural resource statutes and requirements, unless, by mutual agreement, APHIS-WS agrees to serve as lead agency. When acting as the lead agency, USACE may invite APHIS-WS to participate as a cooperating agency, or joint lead agency, as appropriate.

For wildlife damage management services that APHIS-WS performs at USACE projects using its own funding pursuant to Article VII, APHIS-WS shall serve as the lead agency for compliance with NEPA and other applicable environmental and cultural resource statutes and requirements, unless, by mutual agreement, USACE agrees to serve as lead agency. When acting as the lead agency, the APHIS-WS may invite USACE to participate as a cooperating agency, or joint lead agency, as appropriate.

ARTICLE IX - FUNDING

Neither this MOA nor any associated GT&C documents the obligation of funds between the Parties. Any obligation of funds in support of this MOA will be accomplished by executing an order on a FS Form 7600B (or similar document) in accordance with Article V.

USACE shall pay all costs associated with APHIS-WS's provision of goods or services under this MOA. USACE will use the Intra-Governmental Payment and Collection System (IPAC) to automatically reimburse APHIS-WS. If APHIS-WS forecasts its actual costs under an order to exceed the amount of funds available under that order, it shall promptly notify USACE of the amount of additional funds necessary to complete the work under that order. USACE shall either provide additional funds to APHIS-WS, require that the scope of work be limited to that which can be paid for by the then-available funds, or direct termination of the work under that order.

Within 90 days of completing the work under an order, APHIS-WS shall conduct accounting to determine the actual costs of the work. Within 30 days of completion of this accounting, APHIS-WS shall return to USACE any funds received in excess of the actual costs as then known, or USACE shall provide any additional funds necessary to cover the actual costs as then known. Such accounting shall in no way limit the USACE's duty in accordance with Article XII to pay for any costs, such as contract claims or other liability, which may become known after the final accounting.

ARTICLE X- REPORTING

Within ninety (90) days of the completion of the work order, if requested, APHIS-WS will provide USACE with a comprehensive report detailing the work completed. This report shall include but is not limited to: detailed descriptions of any pre-work surveys, methods of control, weather and environmental conditions, locations of bait and trap stations, age and sex of the animals controlled,

information on any diseases or parasites observed in the target species, an evaluation of the success rate of the control methods, and recommendations for future actions for management. Reporting submittals shall include maps of the work areas, photographic evidence of the habitat and ongoing work, and any accompanying GIS shapefiles. APHIS-WS shall also provide an analysis of the costs associated with the control methods versus the economic benefits of reduced wildlife damage. The details of such reports will be determined at a local level.

ARTICLE XI - APPLICABLE LAWS

This MOA and all documents and actions pursuant to it shall be governed by the applicable statutes, regulations, directives, and procedures of the United States. Unless otherwise required by law, all contract work undertaken by APHIS-WS shall be governed by USACE policies and procedures.

ARTICLE XII - CONTRACT CLAIMS AND DISPUTES

All claims and disputes by contractors arising under or relating to contracts entered into by APHIS-WS shall be resolved in accordance with Federal law and the terms of the individual contract. APHIS-WS shall have dispute resolution authority for these claims. Any contracting officer's final decision may be appealed by the contractor pursuant to the Contract Disputes Act of 1978 (41 U.S.C. §§ 7101-7109). The Civilian Board of Contract Appeals (CBCA) is designated as the appropriate board of contract appeals for APHIS-WS contracts executed pursuant to this MOA. In lieu of appealing to the CBCA or its successor, the contractor may bring an action directly to the United States Court of Federal Claims.

APHIS-WS shall be responsible for handling all disputes arising under or relating to the contracts, including litigation involving disputes and appeals, and for coordinating with the Department of Justice as appropriate. APHIS-WS shall notify USACE of any such disputes and litigation and afford USACE an opportunity to review and comment on the proceedings and any resulting settlement negotiations, however, as provided above, APHIS-WS shall be the dispute resolution authority and will make all decisions regarding contractor claims and disputes, including whether to accept or propose any settlement. USACE shall be responsible for all such costs in accordance with Article XI.

ARTICLE XIII - DISPUTE RESOLUTION

The Parties agree that, in the event of a dispute between the Parties, the Parties shall use their best efforts to resolve any such dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties. In the event such measures fail to resolve the dispute, the Parties shall elevate the issue through their respective chains of command and, if needed, refer the matter to the respective executive agency of each Party for resolution.

ARTICLE XIV — RESPONSIBILITY FOR COSTS

If liability of any kind is imposed on the United States relating to APHIS-WS's provision of goods or services under this MOA, APHIS-WS will accept accountability for its actions, but USACE shall remain responsible as the program proponent for providing such funds as are necessary to discharge the liability and all related costs, to include any litigation expenses incurred by APHIS-WS in defending a claim or dispute associated with the work. This obligation extends to all funds legally available to discharge this liability, including funds that may be made legally available through transfer, reprogramming or other means. Should USACE have insufficient funds legally available, including funds that may be made legally available through transfer, reprogramming or other means, USACE remains responsible for seeking additional funds from Congress for such purposes, subject to OMB approval. Nothing in this MOA shall be construed to imply that Congress will, at a later date, appropriate funds sufficient to meet any such deficiencies.

Notwithstanding the above, this MOA does not confer any liability upon USACE for claims payable by APHIS-WS under the Federal Torts Claims Act. Provided further that nothing in this MOA is intended or will be construed to create any rights or remedies for any third party and no third party is intended to be a beneficiary of this MOA.

ARTICLE XV - PUBLIC INFORMATION

Justification and explanation of USACE's programs before Congress and other agencies, departments, and offices of the Federal Executive Branch shall be the responsibility of USACE. APHIS-WS may provide, upon request, any assistance necessary to support USACE's justification or explanations of USACE's programs conducted under this MOA. In general, USACE is responsible for all public information. However, APHIS-WS may make public announcements and respond to all inquiries relating to the ordinary procurement and contract award and administration process. Each Party shall make its best efforts to give the other Party advance notice before making any public statement regarding work contemplated, undertaken, or completed pursuant to orders under this MOA.

ARTICLE XVI - MISCELLANEOUS

1) Other Relationships or Obligations: This MOA shall not affect any pre-existing or independent relationships or obligations between the Parties.

2) Survival: The provisions of this MOA that require performance after the expiration or termination of this MOA shall remain in force notwithstanding the expiration or termination of this MOA.

3) Severability: If any provision of this MOA is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

4) Transferability: This MOA is not transferable except with the written consent of the Parties.

ARTICLE XVII – REQUIRED REVIEWS

The Parties will review this MOA annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety.

ARTICLE XVIII - AMENDMENT, MODIFICATION AND TERMINATION

This MOA may be modified or amended only by written, mutual agreement of the Parties. Either Party may unilaterally terminate this MOA by providing at least 90-days written notice to the other Party. In the event of termination, USACE shall continue to be responsible for all costs incurred by APHIS-WS under this MOA and for the costs of closing out or transferring any on-going contracts.

ARTICLE XIX - EFFECTIVE DATE

This MOA takes effect beginning on the day after the last Party signs.

ARTICLE XX – EXPIRATION DATE

This MOA expires ten (10) years from its effective date.

AGREED:

For the U.S. Department of Agriculture,
Animal and Plant Health Inspection Service
Wildlife Services

JESSICA FANTINATO
Digitally signed by JESSICA FANTINATO
Date: 2026.09.21 10:45:24 -04'00'

DATE:_____

For the U.S. Army Corps of Engineers

HILL.STEPHEN.LAWRENCE.1017958751
Digitally signed by HILL.STEPHEN.LAWRENCE.1017958751
Date: 2026.09.02 16:43:08 -04'00'

DATE 2 September 2026