

**MEMORANDUM OF AGREEMENT BETWEEN  
THE  
U.S. ARMY CORPS OF ENGINEERS AND  
THE  
U.S. DEPARTMENT OF AGRICULTURE**

**ARTICLE I - PURPOSE AND AUTHORITY**

This Memorandum of Agreement (MOA) is entered into by and between the U.S. Army Corps of Engineers (Corps) and the U.S. Department of Agriculture (USDA) (collectively “parties”) for the purpose of establishing a framework governing the respective responsibilities for the provision of goods and services as described in Article II below. This MOA and any Support Agreement (SA) pursuant to this MOA is entered into pursuant to the Economy in Government Act (31 U.S.C. § 1535).

**ARTICLE II - SCOPE**

a. Goods and services that the Corps may provide under this MOA include planning, design, construction, flood damage reduction, environmental restoration, research and development, emergency management, disaster assistance, hazardous or toxic materials removal, engineering or technical assistance, training and professional development, and such other related goods or services as may be agreed upon in the future.

b. Goods and services which USDA may provide under this MOA include water supply management, dam safety, hydropower, fish and wildlife, ecosystem restoration, recreation, emergency management, disaster assistance, training and professional development, and such other related goods or services as may be agreed upon in the future.

c. Nothing in this MOA shall be construed to require either party to use the other party or to require either party to provide any goods or services to the other party, except as may be set forth in SAs.

**ARTICLE III - INTERAGENCY COMMUNICATIONS**

To provide for consistent and effective communication between the Corps and USDA, 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 SAs.

**ARTICLE IV - SUPPORT AGREEMENTS**

a. In response to requests from one party (the “Ordering Agency”) for the other party’s (the “Servicing Agency”) goods and services, the parties will develop mutually agreed upon

written SAs that detail the specific tasks to be completed. Those SAs must be on either Engineer Form 4914-R or a similar document containing the same information as Department of Defense Form 1144. SAs must include:

- a detailed scope of work statement;
- a determinations and findings memorandum pursuant to 48 CFR 17.503
- schedules;
- funding arrangements, including, for SAs in excess of \$1 million, the amount of any advance payment; ;
- the amount of funds required and available to accomplish the scope of work;
- the Ordering Agency's funds cite and the date upon which the cited funds expire for obligation purposes;
- identification of individual project managers;
- identification of contracts to be used (if known);
- types and frequencies of reports;
- identification of which party is to be responsible for government-furnished equipment; contract administration; records maintenance; rights to data, software, and intellectual property; and contract audits;
- procedures for amending or modifying the SA;
- such other particulars as are necessary to describe clearly the obligations of the parties with respect to the requested goods or services; and
- Ordering and Servicing Agency's respective line of accounting to include; the appropriation department code, the appropriation fiscal year, the appropriation symbol and the appropriation limitation associated with this order.

b. Goods or services shall be provided under this MOA only after an appropriate SA has been signed by a representative of each party authorized to execute that SA. After signature, an SA shall constitute a valid Economy in Government Act order. In the case of conflict between this MOA and an SA, this MOA shall control.

## ARTICLE V - RESPONSIBILITIES OF THE PARTIES

### a. Responsibilities of the Servicing Agency under each SA

(1) The Servicing Agency shall provide the Ordering Agency with goods or services in accordance with the purpose, terms, and conditions of this MOA and with specific requirements set forth in SAs and implementing arrangements.

(2) The Servicing Agency shall ensure that only authorized Servicing Agency representatives sign SAs.

(3) The Servicing Agency shall use its best efforts to provide goods or services either by contract or in-house effort.

(4) The Servicing Agency shall provide detailed periodic progress, financial, and other reports as outlined in the SA. Financial reports shall include information on all funds received, obligated, and expended, and on forecast obligations and expenditures.

(5) The Servicing Agency shall inform the Ordering Agency of all contracts entered into under each SA.

b. Responsibilities of the Ordering Agency under each SA

(1) The Ordering Agency shall certify, prior to the execution of each SA under this MOA that the SA complies with the requirements of the Economy in Government Act.

(2) The Ordering Agency shall pay all costs associated with the Servicing Agency's provision of goods or services under this MOA and shall certify, at the time of signature of a SA, the availability of funds necessary to accomplish that SA.

(3) The Ordering Agency shall ensure that only authorized Ordering Agency representatives sign SAs.

(4) The Ordering Agency shall develop draft SAs to include scope of work statements.

(5) The Ordering Agency shall obtain for the Servicing Agency all necessary real estate interests and access to all work sites and support facilities, and shall perform all coordination with and obtain any permits from State and local agencies, as necessary during the execution of each SA.

## ARTICLE VI - FUNDING

a. The Ordering Agency shall pay all costs associated with the Servicing Agency's provision of goods or services under this MOA. For SAs for work estimated to cost more than \$250,000 total in contracts and in-house services or \$50,000 in contracts, the Servicing Agency shall bill the Ordering Agency in advance and the Ordering Agency shall provide the necessary funds in advance. For SAs for work valued at less than these amounts, the Ordering Agency may reimburse the Servicing Agency for the goods or services. For these lesser requirements, the Servicing Agency shall bill the Ordering Agency monthly for costs incurred; using Standard Form ("SF") 1080, Voucher for Transfers between Appropriations and/or Funds, and the Ordering Agency shall reimburse the Servicing Agency within 30 days of receipt of an SF 1080.

b. If the Servicing Agency forecasts its actual costs under a SA to exceed the amount of funds available under that SA, it shall promptly notify the Ordering Agency of the amount of additional funds necessary to complete the work under that SA. The Ordering Agency shall

either provide the additional funds to the Servicing Agency; 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 SA.

c. Within 90 days of completing the work under a SA, the Servicing Agency shall conduct an accounting to determine the actual costs of the work. Within 30 days of completion of this accounting, the Servicing Agency shall return to the Ordering Agency any funds advanced in excess of the actual costs as then known, or the Ordering Agency shall provide any additional funds necessary to cover the actual costs as then known. Such an accounting shall in no way limit the Ordering Agency's duty in accordance with Article X to pay for any costs, such as contract claims or other liability, which may become known after the final accounting.

## ARTICLE VII - 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 the Corps shall be governed by Corps policies and procedures and all contract work undertaken by USDA shall be governed by USDA policies and procedures.

## ARTICLE VIII - CONTRACT CLAIMS AND DISPUTES

### a. Corps of Engineers Contracting

(1) All claims and disputes by contractors arising under or relating to contracts awarded by the Corps shall be resolved in accordance with Federal law and the terms of the individual contract. The Corps 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. § 601-613). The Armed Services Board of Contract Appeals (ASBCA) is designated as the appropriate board of contract appeals. In lieu of appealing to the ASBCA or its successor, the contractor may bring an action directly to the United States Court of Federal Claims.

(2) The Corps shall be responsible for handling all litigation involving disputes and appeals, and for coordinating with the Department of Justice as appropriate. The Corps shall notify USDA of any such litigation and afford USDA an opportunity to review and comment on the litigation proceedings and any resulting settlement negotiations.

### b. U.S. Department of Agriculture Contracting

(1) All claims and disputes by contractors arising under or relating to contracts awarded by USDA shall be resolved in accordance with Federal law and the terms of the individual contract. USDA 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. § 601-613). The Agriculture Board of Contract Appeals (ABCA) is designated as the appropriate board of contract appeals. In lieu of appealing to the ABCA or its successor, the contractor may bring an action directly to the United States Court of Federal Claims.

(2) USDA shall be responsible for handling all litigation involving disputes and appeals, and for coordinating with the Department of Justice as appropriate. USDA shall notify the Corps of any such litigation and afford the Corps an opportunity to review and comment on the litigation proceedings and any resulting settlement negotiations.

#### ARTICLE IX - DISPUTE RESOLUTION

The parties agree that, in the event of a dispute between the parties, USDA and the Corps shall use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution. The parties agree that, in the event such measures fail to resolve the dispute, they shall refer it for resolution to the Office of Management and Budget.

#### ARTICLE X - RESPONSIBILITY FOR COSTS

a. If liability of any kind is imposed on the United States relating to the Servicing Agency's provision of goods or services under this MOA, the Servicing Agency will accept accountability for its actions, but the Ordering Agency shall remain responsible as the program proponent for providing such funds as are necessary to discharge the liability and all related costs. 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 the Ordering Agency have insufficient funds legally available, including funds that may be made legally available through transfer, reprogramming or other means, it remains responsible for seeking additional funds from Congress for such purpose, although nothing in this MOA shall be construed to imply that Congress will appropriate funds sufficient to meet the liability.

b. Notwithstanding the above, this MOA does not confer any liability upon the Ordering Agency for claims payable by the Servicing Agency under the Federal Torts Claims Act. 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 XI - PUBLIC INFORMATION

a. Justification and explanation of USDA programs before Congress and other agencies, departments, and offices of the Federal Executive Branch shall be the responsibility of USDA. The Corps may provide, upon request, any assistance necessary to support USDA's justification or explanations. In general, USDA is responsible for all public information. The Corps may

make public announcements and respond to all inquiries relating to the ordinary procurement and contract award and administration process. USDA or the Corps 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 SAs under this MOA.

b. Justification and explanation of the Corps programs before Congress and other agencies, departments, and offices of the Federal Executive Branch shall be the responsibility of the Corps. USDA may provide, upon request, any assistance necessary to support the Corps justification or explanations. In general, the Corps is responsible for all public information. USDA may make public announcements and respond to all inquiries relating to the ordinary procurement and contract award and administration process. The Corps or USDA 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 SAs under this MOA.

## ARTICLE XII - MISCELLANEOUS

### a. Other Relationships or Obligations

This MOA shall not affect any pre-existing or independent relationships or obligations between USDA and the Corps.

### b. 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.

### c. 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.

## ARTICLE XIII - AMENDMENT, MODIFICATION, AND TERMINATION

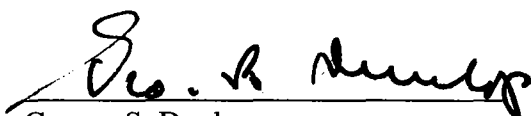
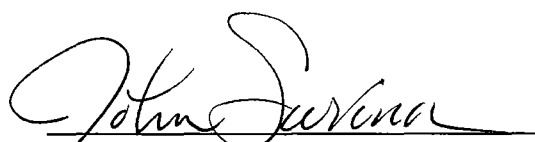
This MOA may be modified or amended only by written, mutual agreement of the parties. Either party may terminate this MOA by providing written notice to the other party. The termination shall be effective upon the sixtieth calendar day following notice, unless a later date is set forth. In the event of termination, in all circumstances the Ordering Agency shall continue to be responsible for all costs incurred by the Servicing Agency under this MOA, and for the costs of closing out or transferring any on-going contracts.

ARTICLE XIV - EFFECTIVE DATE

This MOA shall become effective when signed by both the U.S. Department of Agriculture and the Department of the Army on behalf of the Corps.

Department of Agriculture

Department of the Army



John C. Surina  
Deputy Assistant Secretary for  
Administration  
U.S. Department of Agriculture

George S. Dunlop  
Principal Deputy Assistant Secretary  
of the Army

10/26/2005  
Date

Dec. 7, 2005  
Date

### SUPPORT AGREEMENT

<b>1. AGREEMENT NUMBER</b> <i>(Provided by Supplier)</i> 18-7212-5338-IA	<b>2. SUPERSEDED AGREEMENT NO.</b> <i>(If this replaces another agreement)</i>	<b>3. EFFECTIVE DATE (YYYYMMDD)</b> 20180301	<b>4. EXPIRATION DATE</b> <i>(May be "Indefinite")</i> 09-30-22
<b>5. SUPPLYING ACTIVITY</b>		<b>6. RECEIVING ACTIVITY</b>	
<b>a. NAME AND ADDRESS</b> USDA APHIS Wildlife Services 2820 East University Ave. Gainesville, FL 32641		<b>a. NAME AND ADDRESS</b> US Army Corps of Engineers Jacksonville District 701 San Marco Boulevard Jacksonville, FL 32207	
<b>b. MAJOR COMMAND</b> US Department of Agriculture		<b>b. MAJOR COMMAND</b> South Atlantic Division	
<b>7. SUPPORT PROVIDED BY SUPPLIER</b>			
<b>a. SUPPORT</b> <i>(Specify what, when, where, and how much)</i>  USDA will provide support to the USACE with the services in accordance with the attached Scope of Work, titled "USDA APHIS-WS Support for Invasive Reptile Control on Central & Southern Florida Project Lands," pursuant to the MOA between USDA and USACE dated December 7, 2005.		<b>b. BASIS FOR REIMBURSEMENT</b>  Funds will be transferred to USDA via MIPR	<b>c. ESTIMATED REIMBURSEMENT</b>  The total estimated cost is \$250,000. The estimated project cost for this project in FY18 is \$50,000.
ADDITIONAL SUPPORT REQUIREMENTS ATTACHED: <input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
<b>8. SUPPLYING COMPONENT</b>		<b>9. RECEIVING COMPONENT</b>	
<b>a. COMPTROLLER SIGNATURE</b> 	<b>b. DATE SIGNED</b>	<b>a. COMPTROLLER SIGNATURE</b>	<b>b. DATE SIGNED</b>
<b>c. APPROVING AUTHORITY</b>		<b>c. APPROVING AUTHORITY</b>	
<b>(1) TYPED NAME</b> Willie D. Harris, Regional Director		<b>(1) TYPED NAME</b> Philip M. Mauldin, Contracting Officer	
<b>(2) ORGANIZATION</b> USDA, APHIS, WS Eastern Regional Office 920 Main Campus Drive., Ste 200 Raleigh, NC	<b>(3) TELEPHONE NUMBER</b>	<b>(2) ORGANIZATION</b> US Army Corps of Engineers Jacksonville District	<b>(3) TELEPHONE NUMBER</b> (904) 232-1240
<b>(4) SIGNATURE</b> 	<b>(5) DATE SIGNED</b> 4/13/18	<b>(4) SIGNATURE</b>	<b>(5) DATE SIGNED</b> 23 Apr 18
<b>10. TERMINATION</b> <i>(Complete only when agreement is terminated prior to scheduled expiration date.)</i>			
<b>a. APPROVING AUTHORITY SIGNATURE</b>	<b>b. DATE SIGNED</b>	<b>c. APPROVING AUTHORITY SIGNATURE</b>	<b>d. DATE SIGNED</b>



**11. GENERAL PROVISIONS** (Complete blank spaces and add additional general provisions as appropriate: e.g., exceptions to printed provisions, additional parties to this agreement, billing and reimbursement instructions.)

- a. The receiving components will provide the supplying component projections of requested support. (Significant changes in the receiving component's support requirements should be submitted to the supplying component in a manner that will permit timely modification of resource requirements.)
- b. It is the responsibility of the supplying component to bring any required or requested change in support to the attention of Nelson Colon (904-232-1597) prior to changing or cancelling support.
- c. The component providing reimbursable support in this agreement will submit statements of costs to: Nelson Colon (904-232-1597)
- d. All rates expressing the unit cost of services provided in this agreement are based on current rates which may be subject to change for uncontrollable reasons, such as legislation, DoD directives, and commercial utility rate increases. The receiver will be notified immediately of such rate changes that must be passed through to the support receivers.
- e. This agreement may be cancelled at any time by mutual consent of the parties concerned. This agreement may also be cancelled by either party upon giving at least 180 days written notice to the other party.  
  
If this support agreement is unilaterally terminated with less than 180 days' notice to the other party, the terminating party may be billed for unavoidable termination costs.
- f. In case of mobilization or other emergency, this agreement will remain in force only within supplier's capabilities.

Attachments:

- 1. Scope of Work
- 2. Economy Act Determination and Findings
- 3. Memorandum of Agreement

ADDITIONAL GENERAL PROVISIONS ATTACHED:  YES  NO

**12. SPECIFIC PROVISIONS** (As appropriate: e.g., location and size of occupied facilities, unique supplier and receiver responsibilities, conditions, requirements, quality standards, and criteria for measurement/reimbursement of unique requirements.)

see attached

ADDITIONAL SPECIFIC PROVISIONS ATTACHED:  YES  NO

**13. ADDITIONAL PROVISIONS** *(Use this space to continue general and/or specific provisions, as needed.)*

1. Jacksonville District and USDA will annually review this Support Agreement for financial impacts, and will review triennially in its entirety.
2. Amount of funding required. Funds not to exceed \$250,000.00 are needed for the entire five-year scope of work through FY22. FY18 funds in the amount of \$50,000.00 are presently available. Funding beyond FY18 is contingent upon the availability of appropriated funds in subsequent fiscal years from which payment can be made. USDA will be reimbursed for all actual costs in providing the requested services.
3. This Support Agreement is executed under the authority of the Economy Act, 31 U.S.C. § 1535. The authority for the control of invasive reptiles activity, as specified in the Scope of Work, is Executive Order 13751 dated December 5, 2016 which directs Federal agencies to take steps to prevent the introduction and spread of invasive species, and to support efforts to eradicate and control invasive species that are established.
4. Funds will be transferred to USDA via MIPR. Payment will be associated with the following accounts:

**USACE**

Treasury Accounting Symbol (TAS)/Appropriation Code: 3123  
Business Partner Network (BPN) Number/DUNS Number: DOD964224  
Taxpayer Identification Number (TIN): 62-1642142  
Agency Location Number (ALC): 00008736  
Customer Appropriation Symbol and Legal Authority: Economy Act  
DoD-FSN and MIPR Accounting Classification Code: 96083, 096 NA X 3123 000 0000

**USDA**

Treasury Accounting Symbol (TAS)/Appropriation Code: 12X1600  
Business Event Type Code: COLL  
Business Partner Network (BPN) Number/DUNS Number: 929332450  
EIN: 41-0696271  
ALC: 12-40-3400  
OMB Max Code: 00532

5. Bill Frequency: Quarterly. Funds will be provided on a reimbursable basis.
6. As set forth in the attached "Determination and Findings," the Corps of Engineers warrants that sufficient funding amounts are available for the current fiscal year, that this agreement is in the best interest of the United States Government, and that the services requested cannot be obtained as conveniently or economically by contracting directly with a private source.
7. This agreement will become effective when signed by the parties and will terminate on September 30, 2022, but may be amended at any time by mutual written consent of the parties.
8. Agency contacts. Project Manager/Technical POCs: USACE - Nelson Colon (904) 232-1597; USDA - Jeremy Butts (352-377-7439); Financial POCs: USACE - Shaun Pierce (904-232-1008); USDA: Vielka Dyer (352-377-5556).
9. Contract types to be used. No government contracts subject to the Federal Acquisition Regulation will be used. USDA will perform the work using in-house resources. Contract administration and audits are not applicable.
10. Party responsible for:
  - a. Government-furnished equipment: USDA
  - b. Records maintenance: Each party in accordance with applicable Records Management rules.
  - c. Each party will have rights to any data collected as part of the scope of work.
  - d. The rights to software and intellectual property are not applicable.

USDA APHIS-WS Support for Invasive Reptile Control on Central & Southern Florida Project Lands

DD Form 1144, block 12 continuation:

Year 1 – Estimated 1 February 2018 to 30 September 2018

Task: Perform invasive reptile control at specified locations

Deliverables: A written annual work plan prior to commencement of work. Quarterly reports and invoices each quarter.

Year 2 - 1 October 2018 to 30 September 2019

Task: Perform invasive reptile control at specified locations

Deliverables: A written annual work plan prior to commencement of work. FY18 year-end summary report due 7 October 2018. Quarterly reports and invoices for each quarter that work is completed.

Year 3 - 1 October 2019 to 30 September 2020

Task: Perform invasive reptile control at specified locations

Deliverables: A written annual work plan prior to commencement of work. FY19 year-end summary report due 7 October 2019. Quarterly reports and invoices for each quarter that work is completed.

Year 4 - 1 October 2020 to 30 September 2021

Task: Perform invasive reptile control at specified locations

Deliverables: A written annual work plan prior to commencement of work. FY20 year-end summary report due 7 October 2020. Quarterly reports and invoices for each quarter that work is completed.

Year 5 - 1 October 2021 to 30 September 2022

Task: Perform invasive reptile control at specified locations

Deliverable: A written annual work plan prior to commencement of work. FY21 year-end summary report due 30 September 2022. Quarterly reports and invoices for each quarter that work is completed. Final summary report due no later than 30 September 2022.

## SCOPE OF WORK

### UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS) - WILDLIFE SERVICES

#### Support for Invasive Reptile Control on Central & Southern Florida Project Lands

<b>Receiving Agency</b>	U.S. Army Corps of Engineers Jacksonville District 701 San Marco Blvd. Jacksonville, FL 32207	<b>Contact:</b>	Invasive Species Manager: Jon Lane Natural Resources Project Manager: Nelson Colon 904-232-1597
<b>Servicing Agency</b>	U.S. Department of Agriculture Animal and Plant Health Inspection Service 2820 East University Ave. Gainesville, FL 32641	<b>Contact:</b>	Jeremy Butts 352-377-7439
<b>Location of Work</b>	Central and Southern Florida Project	<b>Dates:</b>	February 2018 – September 2022

This Support Agreement (SA) between the U.S. Army Corps of Engineers (USACE), Jacksonville District, and the U.S. Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (APHIS-WS) is issued in accordance with the Memorandum of Agreement dated December 7, 2005 and sets forth the objectives, activities and budget of the wildlife control activities for the period of February 2018 - September 2022.

#### Scope of Work:

Work to be accomplished under this agreement shall consist of implementing various control techniques necessary to reduce the adverse impacts upon US Army Corps of Engineers structures and property within the Central and Southern Florida Project, including Lake Okeechobee, the Herbert Hoover Dike and associated canals, levees and campgrounds. The primary target is green iguanas, but other species may include Burmese pythons, red headed agamas, tegu lizards, monitor lizards and other invasive reptiles.

Damage management services include the removal of nuisance species by using various tools and techniques such as: capturing by hand, live traps, snares, and shooting. No invasive species shall be relocated to other natural areas. A special use permit from the USACE may be required for the use of an ATV off approved roadways and for the use of firearms on USACE lands during non-hunting seasons.

USDA APHIS-WS will provide all manpower, equipment (including but not limited to vehicle, boat, field supplies and equipment) and tools necessary to perform these wildlife services. To accomplish the objectives of the wildlife control activities, USDA APHIS-WS will assign the necessary wildlife specialists to projects as needed.

Location of Work:

The following areas of the Central and Southern Florida project (C&SF), operated and maintained, as authorized by the U.S. Congress, or in which the United States has an interest in the land, are specifically included in this scope of work: 17,000 acres at Herbert Hoover Dike and associated levees; 25 acres at the South Florida Operations Office in Clewiston; 32 acres at St. Lucie Lock and Campground; 20 acres at Ortona Lock and Campground, and 48 acres at the W.P. Franklin Lock and Campground. Acreages are approximations. Control efforts will be prioritized to address Clewiston locations.

Deliverable:

A written annual work plan shall be submitted to and approved by the USACE Invasive Species Manager prior to commencing any work on the property. The USDA APHIS-WS shall provide the Corps' Natural Resources Program Manager with a quarterly progress report that details the type and number of each species taken from the area (including time, location, weather conditions, gender, size and nest/den locations), the types of removal activities undertaken during the reporting period, the number of man-hours and other expenditures for each type of removal activity, and a brief narrative report on any problems encountered or suggestions for modifications in the annual work plan.

ESTIMATED COSTS FOR SERVICES FOR APPROXIMATELY 14 WEEKS each FY to begin February 2018 – September 2018

Personnel Costs	\$22,464
Travel	\$11,301
Vehicles	\$ 2,323
Supplies & Materials	\$ 1,035
Equipment	\$ 2,100
Other costs	\$ 100
Subtotal	\$39,323
Pooled Job Costs	\$ 4,326
Indirect Costs	\$ 6,351
<b>TOTAL</b>	<b>\$50,000</b>

YEARLY FINANCIAL PLAN  
 For the dispersment of funds from  
 DOD, ARMY CORPS OF ENGINEERS  
 to  
 USDA APHIS Wildlife Services  
 for  
 Invasive Reptiles  
 from  
 10/1/2017  
 to  
 9/30/2022

Cost Element per Year	Full Cost	
Personnel Compensation	\$	22,464.00
Travel	\$	11,301.00
Vehicles	\$	2,323.00
Other Services	\$	100.00
Supplies and Materials	\$	1,035.00
Equipment	\$	2,100.00
<b>Subtotal (Direct Charges)</b>		
	\$	39,323.00
Pooled Job Costs	11.00%	\$ 4,326.00
Indirect Costs	16.15%	\$ 6,351.00
Aviation Flat Rate Collection		\$ -
<b>Yearly Agreement Total</b>	<b>\$</b>	<b>50,000.00</b>

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **\$50,000** per year with a total of **\$250,000.00** for the 5 year agreement period.

APHIS WS: R. Edwin Hartin

Date: 12/19/17

R. Edwin Hartin, State Director  
 USDA APHIS Wildlife Services  
 2820 East University Ave.  
 Gainesville, FL 32641

Financial Point of Contact

USACE: \_\_\_\_\_  
<Name to call for billing questions> Phone \_\_\_\_\_

APHIS WS: Vielka Dyer 352-377-5556

**DETERMINATION AND FINDINGS (D&F) FOR  
AN INTERAGENCY ACQUISITION UNDER THE ECONOMY ACT  
[CONTRACTING IS INCIDENTAL]**

**Title of Effort:** USDA APHIS-WS Support for Invasive Reptile Control on Central & Southern Florida Project Lands

**Requesting Agency:** USACE, Jacksonville District

**Requirements POC:** Nelson Colón, Natural Resources Program Manager, Multi-projects Branch, Operations Division (904-232-1597)

**Servicing Agency:** U.S. Department of Agriculture, Animal and Plant Health Inspection Service - Wildlife Services (USDA APHIS-WS)

**Description:** USACE structures are currently being impacted by iguanas and other invasive reptiles that burrow into dikes and levees, as well as USACE field office buildings. These invasive reptiles must be controlled to prevent further damage to buildings and structures. The USDA APHIS-WS will trap and euthanize these invasive reptiles with the goal of reducing their impacts to USACE structures and offices.

**Period of Performance:** March 2018 through September 2022

**Estimated Total Cost:** Anticipated total funding for the POP is \$250,000. Environmental Stewardship funds from the Central and Southern Florida and Okeechobee Waterway projects in the amount of \$50,000 are available to fund year 1 of the agreement. Funding availability will be determined for each subsequent year (through September 2022).

I have reviewed the requirements for the USDA APHIS-WS Support for Invasive Reptile Control on Central & Southern Florida Project Lands acquisition. Under the authority of the Economy Act, the Department of the Army, U.S. Army Corps of Engineers (USACE), Jacksonville District proposes to conduct an interagency acquisition with the U.S. Department of Agriculture, Animal and Plant Health Inspection Service - Wildlife Services (USDA APHIS-WS), which will provide these services to the Jacksonville District.

**FINDINGS**

~~1) This interagency acquisition involves the provision of services primarily by in-house resources where any contracting is incidental to the purpose of the transaction. The purpose of the acquisition is to obtain the recognized in-house expertise of the USDA APHIS-WS to control the impact of invasive reptiles to USACE structures and offices at the Central and Southern Florida and Okeechobee Waterway projects. The USDA APHIS-WS will utilize its expertise to conduct site~~



assessments of the areas being impacted by invasive reptiles in order to determine population levels and the best methods of removal and invasive reptile control. This includes capturing, trapping and humanely euthanizing invasive reptile species including iguanas, red headed agamas, tegu lizards, monitor lizards, Burmese pythons and other invasive reptiles. In certain circumstances, they may also use firearms to remove reptiles that are difficult to trap. They will also report information related to captured reptiles, including species, location, time, size, gender, nest or den locations and weather conditions. The USDA APHIS-WS will provide services for approximately fourteen weeks each year, and will provide a quarterly report/invoice detailing the work done including man-hours, travel costs and any other incidental costs, with a summary of the capture data listed above for each reptile removed.

The USDA APHIS-WS explained that all contracting (e.g., transportation and equipment) will be procured via existing contracts. Contracting for such purposes is incidental to the purpose for which USACE seeks the expertise and support of USDA APHIS-WS personnel – which is to plan for and control the impact of invasive reptiles at the Central and Southern Florida and Okeechobee Waterway projects. The bulk of the cost of the acquisition is attributable to the provision of USDA labor, and any contracting conducted by USDA is limited to that necessary to support the provision of these in-house services and is, therefore, incidental. Accordingly, the Federal Acquisition Regulation (FAR) does not apply. FAR 17.500(a) and (c)(1).

**2) The servicing agency has specialized expertise and experience not available within USACE.** The USACE has not conducted invasive reptile species control at the Central and Southern Florida project sites in the past. Because of the exponential increase in populations of non-native species, it is now critical that these species be controlled. The USACE does not have a contract vehicle in place, nor does the USACE possess the in-house resources necessary to perform the requirements for this acquisition. The work will be accomplished through support (under an existing Memorandum of Agreement with USDA dated 07 December 2005).

In 1931, Animal Damage Control was established under the Department of Interior's U.S. Fish and Wildlife Service. In 1985, Congress transferred Animal Damage Control to USDA APHIS, where it was renamed Wildlife Services. This organization has a long history of controlling wildlife populations that are causing negative impacts, and it routinely manages wildlife for hundreds of federal facilities. For example, APHIS-WS controls invasive species at the San Juan Airport where iguana burrowing behavior threatens to undermine the runways. Highly trained USDA biologists will design and implement the control measures. USDA APHIS-WS has the ability to ensure that the work is performed humanely, in a timely manner and that the animals are not returned to the natural environment or the pet trade.

**3) An interagency support agreement is in place between the requesting agency and the servicing agency.** The 2005 Memorandum of Agreement (MOA) between USACE and USDA (Attachment 1) provides the general framework for the exchange of goods and services between USACE and the USDA under the authority of the Economy Act. This MOA requires a written support agreement, using Engineer Form 4914-R or a similar document containing the same information as Department of Defense Form 1144. The Support Agreement (DD Form 1144) (Attachment 2), the

Scope of Work (Attachment 3) and the USDA-APHIS-WS cost estimate (Attachment 4) are attached.

**4) The services cannot be obtained as conveniently or economically by contracting directly with a private source.** Market research was conducted, and only eight companies were found that had Florida Department of Agriculture and Consumer Services (FDACS) wildlife certification. Any commercial company that does structural pest control is required to have FDACS wildlife certification. Of those eight companies, USACE successfully contacted four and only received a written response from one. During conversations with the four companies, company representatives made problematic statements regarding techniques used, the sale of animals to breeders and others in the pet trade, and lack of experience with larger scale projects on public lands. The USDA APHIS-WS does not sell the animals they catch, therefore eliminating that risk. Rather, USDA has the same objectives as the USACE - to reduce the populations of invasive species. No individual contractor is known to possess a similar breadth and depth of knowledge and experience of USDA APHIS-WS, which has expertise that includes identification of invasive, non-native reptiles as well as native reptiles; recording of relevant survey data that can be used across agencies to track these populations; and the humane euthanization of animals. Many contractors only specialize in a handful of species and may not even have the proper traps for some of the smaller invasive reptiles. If the USACE were to contract the performance of this work to a private provider, the oversight necessary to ensure they were humanely euthanizing the animals, targeting and capturing the correct species, and not disposing of the animals improperly would require a full time effort by the Contracting Officer's Representative that would make the effort cost prohibitive. Therefore, it is not more convenient or economical for the USACE to contract directly with a private source.

**5) Adequate appropriated Federal funds are available in the amount of \$50,000 for Period of Performance (POP) 1 from the Central and Southern Florida and Okeechobee Waterway projects and do not expire.** An estimated amount of \$250,000 will be needed for the entire scope of work through 30 September 2022, with \$50,000 needed for each subsequent POP. The USACE's obligation of funds beyond \$50,000 for POP 1 is contingent upon the availability of appropriated funds to the Contracting Officer in subsequent fiscal years from which payment can be made.

**6) This action does not conflict with any other agency's authority or responsibility.** The responsibility for providing this service has not been assigned to any specific agency.

**7) The use of an interagency acquisition is in the best interest of the Government.** USDA APHIS-WS has specialized expertise and experience not available within USACE or the private sector. No individual contractor is known to possess a similar breadth and depth of knowledge and experience of USDA APHIS-WS. In addition, the services cannot be obtained as conveniently or economically by contracting directly with a private source.

## DETERMINATION

Given the above findings, in accordance with 31 U.S.C. § 1535, I hereby determine that it is in the best interest of the Government to place an order with the USDA APHIS-WS for Invasive Reptile Control on Central & Southern Florida Project Lands. A copy of this determination shall be placed in the official file of the order for services.

LEE.ALVIN.BRYAN.1  
066429764

Digitally signed by LEE.ALVIN.BRYAN.1066429764  
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI,  
ou=USA, cn=LEE.ALVIN.BRYAN.1066429764  
Date: 2018.03.30 06:54:38 -04'00'

ALVIN B. LEE, SES  
Director of Programs  
South Atlantic Division

\_\_\_\_\_  
Date

### Attachments:

1. Memorandum of Agreement
2. Support Agreement (DD Form 1144)
3. Scope of Work
4. Cost Estimate
5. Evidence of Legal Review

## CERTIFICATION OF LEGAL REVIEW

The Economy Act Package for the USDA APHIS-WS Support for Invasive Reptile Control on Central & Southern Florida Project Lands has been fully reviewed by the Office of Counsel, U.S. Army Corps of Engineers Jacksonville District, and is legally sufficient. The work will be done in-house, and any contracting by the servicing agency would be incidental. Despite the mid- FY18 start date, no services will be truncated, since work will be performed for only 14 weeks each fiscal year. As such, the cost for FY18 services with less than a full year is the same as the cost for out years.

20180129

Date

\_\_\_\_\_  
Susan E. Symanski  
Assistant District Counsel