

USDA, APHIS Agreement #	
Cooperator Agreement #	
Cooperator Tax Id or SSN#	
Expiration Date	9/30/24
DWP #	DWP-MT-2024-

COOPERATIVE SERVICE AGREEMENT
BETWEEN THE
[REDACTED] (COOPERATOR) -- INDIVIDUAL
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
PLANT PROTECTION AND QUARANTINE

ARTICLE 1- PURPOSE

The objective of this Agreement is to implement the APHIS Grasshopper Program in conjunction with cooperators in the various counties in the state of **Montana**. Although grasshoppers (including Mormon crickets) are a natural part of rangeland ecosystems in the western U.S., they have the potential for sudden and explosive increases resulting in outbreaks that can decimate rangeland forage and threaten adjacent cropland. The Program's objectives are to prevent or suppress grasshoppers on rangeland to protect forage, prevent re-infestation and wider spread of outbreaks, and prevent the movement of grasshoppers from rangeland to adjacent agricultural lands.

ARTICLE 2 – AUTHORITY

The Secretary is authorized under the Plant Protection Act, as amended, 7 U.S.C. 7701-7786, (Public Law 106-580), to cooperate with other Federal agencies, or entities, States or political subdivisions of States, national governments, local governments of other nations, domestic or international organizations, and other persons to carry out operations or measures to detect, control, eradicate, suppress, prevent, or retard the spread of plant pests and noxious weeds.

APHIS is authorized pursuant of 7 U.S.C. 148 To cooperate with states, landowner committees and similar organizations, and individuals to carry out operations or measures to control insect pests including grasshoppers on rangeland.

ARTICLE 3 – MUTUAL RESPONSIBILITIES AND UNDERSTANDINGS

The cooperating parties mutually understand and agree to/that:

- a. Develop a mutually agreed upon Work Plan and Financial Plan (Detailed Work Plan) outlining actions to be carried out by the parties to accomplish the Suppression Program prior to the signing of this Agreement. These documents are incorporated into this Agreement by reference. It is understood and agreed that any monies allocated for the purpose of this Agreement shall be expended only towards the activities and related expenses outlined therein. If the State is contributing to the Suppression Program, the State will be involved in the preparation of the Work Plan and Financial Plan (Detailed Work Plan).

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- b. All personal property purchased with Agreement funds shall remain the property of APHIS upon termination or completion of the project. The Cooperator will be reimbursed for the fair market value of the equipment as of the termination date of the agreement. Equipment is defined as items with a purchase price of \$5,000 or more per unit.
- c. APHIS will provide overall direction and control of the program.
- d. As a condition of this agreement, the Cooperator, in signing this Agreement, ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
- e. Grasshopper infestations can be suppressed through the application of approved insecticides at approved rates.
- f. Survey maps will be jointly reviewed, and on-site inspections of rangelands will be made to determine which areas subject to this Agreement will be treated. Such determinations shall be made in accordance with the Program Guidelines.
- g. It is estimated that approximately [redacted] total acres of rangeland may be included in this cooperative suppression project. A letter of request from an individual will be needed before a suppression program can be implemented.
- h. This is not an eradication program; however, the best practical suppression program possible will be conducted with available funds, personnel, facilities, and time. APHIS will, generally, not repeat treating acreage with program insecticides. APHIS neither guarantees nor will be held responsible for the results of the treatments.
- i. The overall per acre cost of the job is estimated to be \$ [redacted] per protected (signed up) acre, depending on contractual costs. The actual cost per acre of the Program shall be determined upon completing the treatment by dividing the total program cost by the actual acres. The total program cost shall include: pesticide application contracts, salaries, per diem, travel, vehicle operating expenses for State, Federal, and rancher/landowner personnel directing the Program, insecticides, and miscellaneous costs (e.g., telephones, flagging material, etc.). The program costs will begin upon initiation of the delimiting survey.
- j. Cooperator's cost share is subject to 16.15% indirect charges included in the final bill
- k. Entering into this Agreement and signature of the Cooperator constitutes a valid request for treatment on private land or leased state land, as specified in the Project Planning and Reporting Worksheet (PPQ Form 136).
- l. That the monies made available by the Federal Government for the purpose described herein will not be expended unless or until each proposed suppression program is jointly approved by the parties hereto.
- m. APHIS' obligations shall be limited to and contingent upon the passage of an appropriation by Congress from which expenditures may legally be met.

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ARTICLE 4 – COOPERATOR RESPONSIBILITIES

The Cooperator agrees to/that:

- a. Designate the following individual as the authorized representative who shall be responsible for collaboratively administering the activities conducted under this Agreement. Contact information is as follows:

Authorized Individual (*Insert Full Name*): _____

Agency/Ranch/Group Name: _____

Physical Address 1 (*no P.O. Box*): _____

Physical Address 2: _____

City: _____ State: _____ Zip Code: _____

Phone #1: _____

Phone #2: _____

Fax number (if applicable): _____

E-mail: _____

- b. Reimburse APHIS for the actual and full costs of services provided under this Agreement. This amount may exceed or be less than the estimated amount specified in the Work Plan and Financial Plan (Detailed Work Plan). The Cooperator agrees to pay within 30 days of receipt of invoices submitted by APHIS in accordance with the Debt Collection Improvement Act of 1996. Late payments are subject to interest and penalties as set forth under the Debt Collection Act of 1996.
- c. Ensure that all known bee colonies are removed from the proposed treatment area or location(s) identified before treatment begins. When treatments are made near bee yards, precautions or protections will be taken to notify the beekeepers, in accordance with Program Guidelines.
- d. Ensure that 2/3 of the per acre program cost on private range lands and 1/2 of the per acre program cost on State rangelands has been communicated to all Cooperators as to the Cooperator's share of the cost and who have authorized the Cooperator to enter into this Agreement. Cooperators will be responsible for 100% of treatment costs on any cropland.
- e. Provide APHIS with a copy of this Agreement signed by the Cooperator's representative in accordance with the provisions of this Agreement.
- f. Upon receipt of APHIS accounting of program expenditures by all parties, reimburse APHIS for obligations resulting from activities conducted under this Agreement, as appropriate, in accordance with established cost sharing ratio for the total program costs.
- g. Provide a (check one): Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996. (*Insert this number at the top of the document.*)

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ARTICLE 5 – APHIS RESPONSIBILITIES

APHIS agrees to/that:

- a. Designate **Gary D. Adams** (*Insert Full Name of FO ADODR*) as its authorized representative who shall be responsible for collaboratively administering the activities conducted under this Agreement.
- b. Initiate, administer, and conduct activities as outlined in the Work Plan and Financial Plan (Detailed Work Plan) referenced in Article 3.a of this Agreement.
- c. Provide qualified Federal personnel to conduct activities as outlined in the Work Plan and Financial Plan (Detailed Work Plan) referenced in Article 3.a of this Agreement.
- d. Provide financial statements reflecting status of obligations and balances on hand for costs reflected in the financial plan.
- e. Bill the Cooperator as stipulated in the cost computation worksheet to this Agreement.
- f. Provide technical direction for all phases of this cooperative effort to suppress grasshoppers on rangeland.
- g. Furnish employees to aid in any survey and treatment operations required by this cooperative effort.
- h. Establish guidelines for survey and suppression of grasshoppers on rangeland.
- i. Provide notification to the cooperator of any area which is excluded from treatment and a brief explanation of the reasons for such exclusion.
- j. Contract for pesticide, supplies, and equipment required in this cooperative effort.
- k. Contract for any applicators required to apply pesticide in this cooperative effort.
- l. Contribute an amount not to exceed 1/3 of the total costs per acre on private rangelands, 1/2 of the total costs per acre on state rangelands, and 100 percent of the total cost per acre on Federal land as its share of the cost.
- m. Develop an accounting of total program expenditures by all the parties within 90 days after the conclusion of this cooperative effort to determine the actual costs and liability of each party for the costs incurred. This accounting will be based on a financial status report of expenditures provided to APHIS by all the parties to the Program that incur costs within 60 days after the close of the Program. The date of the conclusion of this cooperative effort shall be mutually agreed upon by the parties.

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ARTICLE 6 – CONTINGENCY STATEMENT

For costs borne by APHIS, this Agreement is contingent upon the passage by Congress of an appropriation for the current fiscal year from which expenditures may be legally met and shall not obligate APHIS upon failure of Congress to so appropriate. This Agreement also may be reduced or terminated if Congress only provides APHIS funds for a finite period under a Continuing Resolution.

ARTICLE 7 - LIABILITY

APHIS assumes no liability for any actions or activities conducted under this agreement except to the extent the recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680).

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code no member of or delegate to Congress acting in an official capacity shall be admitted to any share or part of this Agreement or to any benefit to arise thereof.

ARTICLE 9 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this Cooperative Service Agreement shall prevent any other country, State government or its political subdivisions, local government, university, or college, organization, association, or individual from entering into a separate Cooperative Service Agreement with APHIS for the same or similar activities provided under the terms of this Agreement.

ARTICLE 10 – 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 a part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 11 – LAWS, RULES AND REGULATIONS

All activities will be conducted in accordance with applicable Federal statutes, rules and regulations.

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ARTICLE 12 – FAILURE TO PAY FEES

The Cooperator is liable for fees assessed for services performed under this agreement. APHIS will assess a late payment penalty for failure to pay fees when due. In addition, the overdue fees shall accrue interest as required by 31 U.S.C. § 3717.

ARTICLE 13 - LIENS

APHIS shall have a lien against the animal, article, means of conveyance, or facility for which services have been provided under this Agreement for the fees, any late payment penalty, and any accrued interest assessed by APHIS. Failure to pay fees, late payment penalties, or accrued interest, after APHIS has provided reasonable notice of default to the Cooperator, shall result in a public sale, or other disposal, of any animal, article, means of conveyance, or facility on which APHIS has a lien.

ARTICLE 14 – DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This Agreement shall become effective 6/1/24 and shall continue to 9/30/24. Further, this Agreement may be amended or extended at any time by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend at least 30 days prior to expiration of the agreement. It may be terminated by either party upon a 60-day notice in writing to the other party.

INSERT COOPERATOR NAME

Cooperator Signature	Cooperator Printed Name	Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

ADO Associate Executive Director PPQ Field Operations	Vicki Wohlers ADO Printed Name	Date

Date _____

Name _____

Business _____

Address _____

Address _____

City _____ State _____ Zip Code _____

Farm Service Agency,

I, _____, have requested the assistance of the USDA, APHIS, PPQ to conduct grasshopper suppression activities on my properties. To ensure timely planning for those efforts this summer, I am requesting your office to provide me with a shape file (or shape files) of all properties owned and leased by me or my operation. Please see the attached AD 2047 (01-08-2024) for specifics regarding my contact information and the appropriate email to which you can send the information.

Thank you, for your assistance.

If there are any questions, please let me know.

Name

Signature

AD-2047
 (01-08-24)

U.S. DEPARTMENT OF AGRICULTURE
 Farm Service Agency
 Rural Development
 Natural Resources Conservation Service
 Risk Management Agency
 Agricultural Marketing Service

CUSTOMER DATA WORKSHEET

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Computer Security Act of 1987 (Pub. L. 100-235), OMB Circular A-123, Federal Managers' Financial Integrity Act of 1982, and Privacy Act of 1974 (5 USC 552a - as amended). The information will be used to document a request by the producer for updating the business partner record. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notices for AMS-3, Perishable Agricultural Commodities Act (PACA), USDA/FSA-2, Farm Records File (Automated), USDA/NRCS-1, Landowner, Operator, Producer, Cooperator, or Participant Files, and USDA/RD-1, Applicant, Borrower, Grantee, or Tenant File. Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to request changes within the business partner record.

Public Burden Statement (Paperwork Reduction Act Statement): According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0265. The time required to complete this information collection is estimated to average 3 minutes (.05 hours) per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The provisions of criminal and civil fraud, privacy and other statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

PART A CUSTOMER INFORMATION

1. Reason for Request (Check appropriate box(es) below:)

- New Customer Update Existing Customer Record

2A. Customer's Full Name or Business Name and Address (Including Zip Code)	2B. Customer Business Type (Example: Individual, Corporation, LLC, Estate, Trust, etc.)
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2C. Home Telephone Number (Area Code)	2D. Business Telephone Number (Area Code)	2E. Mobile Telephone Number (Area Code)
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2F. Email Address	2G. Does the customer want to receive sensitive (but non-PII) Producer or farm specific related emails? <input type="checkbox"/> YES <input type="checkbox"/> NO
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3A. Taxpayer Identification Number (Complete TIN for new customer or last 4 digits for existing customer) and Type (SSN, EIN, ITN, etc)	3B. Birthdate (Only required if the customer is a minor)
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3C. Citizenship Status: (For Individuals Only) <input type="checkbox"/> U.S. Resident <input type="checkbox"/> Resident Alien (I-551 Required) <input type="checkbox"/> Not a US Citizen or Resident Alien Citizenship country if not US:	3D. Originating Country (For Foreign Entities Only)
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Demographic Information

Departmental Regulation 4370-001 provides USDA's policies for collecting demographic data, including race, ethnicity and gender. Providing demographic information is voluntary and at the discretion of the customer. Demographic information is used by USDA for statistical purposes only and will not be used to determine an applicant's eligibility for programs or services for which they apply. You may disregard providing information in items 4A, 4B or 4C if the information has previously been provided to USDA. A customer identified in Item 2A that is a legal entity must base responses to the race, ethnicity and gender on the individual persons holding at least 50 percent ownership interest in the legal entity.

4A. Race: (Note: More than 1 may be selected) <input type="checkbox"/> American Indian / Alaskan Native <input type="checkbox"/> Native Hawaiian/Other Pacific Islander <input type="checkbox"/> Asian <input type="checkbox"/> White <input type="checkbox"/> Black/African American <input type="checkbox"/> I do not want to provide Race information at this time. Note: See instructions for legal entities	4B. Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino <input type="checkbox"/> I do not want to provide Ethnicity information at this time. Note: See instructions for legal entities	4C. Gender (Individual): <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Non-Binary <input type="checkbox"/> I do not want to provide Gender information at this time.	4D. Gender (Legal Entity) <input type="checkbox"/> Not applicable/unknown <input type="checkbox"/> Organization/Female Owned <input type="checkbox"/> Organization/Male Owned <input type="checkbox"/> Organization/Non-Binary <input type="checkbox"/> I do not want to provide Gender information at this time.
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Date Stamp

5. Customer has interest in one or more of the following agencies. (Check Appropriate Agency(ies) below:)		
<input type="checkbox"/> AMS	<input checked="" type="checkbox"/> FSA	<input type="checkbox"/> NRCS <input type="checkbox"/> RMA <input type="checkbox"/> RD
6. Is the Customer a Multi-County Producer? <input type="checkbox"/> YES (If "YES," list States and/or Counties below:) <input type="checkbox"/> NO		
7. See form instructions for signature requirements.		
7A. Customer Signature	7B. Title/Relationship	7C. Date (MM-DD-YYYY)
PART B SERVICE CENTER ACTION		
8A. Agency Who Received Request: (Check one below)	8B. Initials of Employee Receiving Request (If Different than Item 12A)	8C. Date Service Center Employee Received the Request (MM-DD-YYYY)
<input checked="" type="checkbox"/> FSA <input type="checkbox"/> NRCS <input type="checkbox"/> RD		
9. How the Request for Change was Received: <input type="checkbox"/> Office Visit <input type="checkbox"/> Telephone <input type="checkbox"/> FAX <input type="checkbox"/> USPS <input type="checkbox"/> Box <input type="checkbox"/> One Span <input type="checkbox"/> Other (Specify):		
10. COC LAA:		
11. Remarks, if Applicable:		
12A. Signature of Employee Updating Business Partner if not initialed in Item 8B.	12B. Date Service Center Employee Updating Business Partner (MM-DD-YYYY)	

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.