

2
3 RESOLUTION BY THE RACINE COUNTY ECONOMIC DEVELOPMENT AND LAND
4 USE PLANNING COMMITTEE AUTHORIZING RACINE COUNTY TO ENTER INTO A
5 NEW FIVE-YEAR COOPERATIVE SERVICE AGREEMENT WITH THE WISCONSIN
6 DEPARTMENT OF NATURAL RESOURCES AND THE UNITED STATES
7 DEPARTMENT OF AGRICULTURE FOR BLACK BEAR, COUGAR, WHITE-TAILED
8 DEER, ELK, CANADA GOOSE, WILD TURKEY AND SANDHILL CRANE DAMAGE
9 MANAGEMENT CONTROL ON AGRICULTURAL LANDS IN RACINE COUNTY

10
11 TO THE HONORABLE MEMBERS of the Racine County Board of Supervisors:

12
13 **BE IT RESOLVED** by the Racine County Board of Supervisors that Racine County
14 is authorized to enter into a new five-year cooperative service agreement with the
15 Wisconsin Department of Natural Resources and the United States Department of
16 Agriculture, that is attached hereto as *Exhibit A* and is on file in the County Clerk's Office,
17 to participate in a damage abatement and claims program for damage done by black
18 bears, cougars, white-tailed deer, elk, Canada geese, wild turkeys, and sandhill cranes
19 in Racine County on agricultural lands, which agreement shall contain the following
20 provisions:

- 21
- 22 1. That the County shall not be required to provide any funds for said program or
23 project and will administer funds from the State of Wisconsin or the federal
24 government.
 - 25
 - 26 2. That the program is contingent on funding from the state and federal agencies.
 - 27
 - 28 3. That the County shall administer the program and that the management of the
29 program is hereby delegated to the Racine County Land Conservation Committee
30 (subcommittee of EDLUP committee).
 - 31
 - 32 4. That the United States Department of Agriculture and the Wisconsin Department
33 of Natural Resources shall set the rules and requirements for any claims for
34 damage to agricultural land.
 - 35
 - 36 5. Such other terms and conditions as the Corporation Counsel deems appropriate.
 - 37

38 **BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that
39 Racine County hereby authorizes continuation in the Wildlife Damage Abatement and
40 Claims Program.

41
42 **BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that
43 Racine County is authorized to enter into permanent fence contracts pursuant to said
44 contract.

3
4 **BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that
5 any two of the County Clerk, the County Executive and/or the County Board Chairman
6 are authorized to execute any contracts, agreements or other documents necessary to
7 carry out the intent of this resolution.
8

9 Respectfully submitted,

10
11 1st Reading _____

ECONOMIC DEVELOPMENT & LAND USE
PLANNING COMMITTEE

12
13 2nd Reading _____

14
15
16 **BOARD ACTION**

David J. Cooke, Chairman

17 Adopted _____

18 For _____

19 Against _____

20 Absent _____

Tom Roanhouse, Vice-Chairman

21
22 **VOTE REQUIRED:** Majority

Robert D. Grove, Secretary

23
24 Prepared by:
25 Public Works & Development
26 Services Department

Thomas Pringle

Katherine Buske

Monte G. Osterman

Tom Hincz

27
28
29
30
31
32
33
34
35
36 **The foregoing legislation adopted by the County Board of Supervisors of Racine County,**
37 **Wisconsin, is hereby:**

38
39 **Approved:** _____

40 **Vetoed:** _____

41
42 **Date:** _____,

43
44
45 _____
46 **Jonathan Delagrave, County Executive**
47

INFORMATION ONLY

WHEREAS, this program is at no cost to Racine County taxpayers; and

WHEREAS, there is a need to authorize the execution of a new five-year agreement with the Wisconsin Department of Natural Resources and the United States Department of Agriculture; and

WHEREAS, the current five-year contract expires on December 31, 2018.

Exhibit A

WS-ER (7/17)

AGREEMENT NO: 19-7255-0044 RA
WBS ELEMENT: AP.RA.RX55.72.2124

COOPERATIVE SERVICE AGREEMENT
between
RACINE COUNTY
And
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to cooperate in a County/State/Federal black bear, cougar, white-tailed deer, elk, Canada goose, wild turkey, and sandhill crane damage management program. The primary objective is to provide commercial agricultural producers the necessary technical and/or operational assistance in identifying, abating, controlling, and assessing damage with the species listed.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 USCA 8351-7, USCA 8352) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 USCA 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

APHIS WS, the County and WDNR mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

RACINE COUNTY: Chad Sampson, County Conservationist
14200 Washington Avenue
Sturtevant, WI 53177

WDNR: Brad Koele, Wildlife Damage Specialist
Bureau of Wildlife Management
GEF 2, WM/6
PO Box 7921
Madison, WI 53707

APHIS WS: Daniel Hirchert, State Director
USDA, APHIS, Wildlife Services
732 Lois Drive
Sun Prairie, WI 53590

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to

attend meetings under this Agreement shall be the County representative listed above or his/her designee, the WDNR Wildlife Damage Specialist or his/her designee, the APHIS WS State Director and/or their designee, and/or those additional persons authorized and approved by the County, the WDNR, and the APHIS WS State Director.

3. APHIS WS shall perform services more fully 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.

ARTICLE 4

The County agrees:

1. To authorize APHIS WS to conduct direct control activities and/or technical assistance to reduce commercial agricultural damage associated to wildlife damage caused by the species identified in the Work Plan. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by Wildlife Damage Abatement and Claims Program (WDACP) enrollees. These program enrollees will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B) and approved annually by the WDNR. The County will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. The County ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS the County authorized individual whose responsibility shall be the coordination and administration of WDACP activities conducted pursuant to this Agreement.
4. 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.
5. APHIS WS shall be responsible for administration and supervision of the program. APHIS WS will recognize the County as the lead cooperator in this Agreement and the WDNR for providing overall program oversight. APHIS WS will coordinate activities with the County and WDNR.
6. All equipment purchased for the program is and will remain the property of the WDACP. 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 solely on this project.
7. To coordinate with APHIS WS before responding to all media requests.

ARTICLE 5

APHIS WS agrees:

1. To conduct activities as described in the Work and Financial Plans as outlined in Sections II-IV of the Agreement.
2. To designate to the County and WDNR the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement. APHIS WS employee's rights will be governed by applicable Federal personnel laws, rules and regulations, and County employee's rights will be governed by County ordinance, Personnel Policy, and Union contracts where applicable.

- a) APHIS WS will designate the District Supervisor as the authorized representative who will provide immediate direction and guidance to personnel in performing activities outlined in this Agreement to include:
 1. adequate numbers of qualified personnel to initiate and conduct the wildlife damage management activities as outlined in Sections II-IV of this Agreement
 2. training, technical supervision, and coordination of activities as outlined in Sections II-IV of this Agreement.
 3. arranging for office space and providing equipment and/or other miscellaneous needs for personnel assigned to this program as outlined in Sections II-IV of this Agreement.
3. To bill the County for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and the County and WDNR shall have the right to inspect and audit such records.
 - a) Further, APHIS WS agrees to handle cooperative finances and budgeting as outlined in Sections II-IV of this Agreement.
4. To coordinate with the County and/or WDNR before responding to all media requests.

ARTICLE 6

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

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service 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 8

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

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 10

The County and WDNR certifies that APHIS WS has advised the County and WDNR that there may be private sector service providers available to provide wildlife management services that the County and WDNR is seeking from APHIS WS.

ARTICLE 11

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.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. 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 120 days prior to effecting such action. Further, in the event the County and WDNR do 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.

RACINE COUNTY Taxpayer Identification Number (TIN) 39-6005734

RACINE COUNTY:

BY: _____

Title: _____

14200 Washington Avenue
Sturtevant, WI 53177

Date

WISCONSIN DEPARTMENT OF NATURAL RESOURCES

By: _____

Tami Ryan, Wildlife Health Section Chief
Bureau of Wildlife Management
PO Box 7921
Madison, WI 53707

Date

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

BY: _____

Daniel Hirchert, State Director
USDA, APHIS, WS
732 Lois Drive
Sun Prairie, WI 53590

Date

BY: _____

Willie D. Harris
Director, Eastern Region
USDA, APHIS, WS
920 Main Campus Drive; Suite 200
Raleigh, NC 27606

Date

Section II "Work Plan" (Required by APHIS WS)

WORK PLAN

Introduction

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 USCA 8351-7, USCA 8352) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 USCA 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.

The APHIS 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 Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

A. Objectives and need for assistance:

Agricultural producers need professional wildlife damage management assistance in identifying, abating, and assessing black bear, cougar, white-tailed deer, Canada goose, wild turkey, elk and sandhill crane damage. APHIS WS's objective will be to provide that assistance.

B. Expected results or benefits:

The benefits to be derived from a cooperative bear, cougar, white-tailed deer, elk, Canada goose, wild turkey, and sandhill crane management program include timely availability of the necessary wildlife damage management expertise, technical assistance, loans of necessary abatement equipment, and crop/livestock damage appraisal services for producers experiencing conflicts with one or more of these species. The intended result will be wildlife damage relief.

Planned APHIS WS Activities

A. Approach:

The proposed wildlife damage management program will be comprised of education, extension, technical assistance, and operational efforts. When complaints occur, an evaluation of the situation will be made to determine what appropriate action should be taken. APHIS WS will consider all applicable methods and combinations of techniques available to alleviate the conflict. APHIS WS will recommend an integrated wildlife damage management approach which may consist of elements such as: changes in farming or livestock practices, loan of damage abatement equipment, installation of cost-shared permanent fences, WDNR issued shooting permits, and crop damage compensation (WDNR funded). Specific abatement measures to be considered are outlined in Section III.

B. Resources Required:

Overall supervision and program direction will be provided by the APHIS WS State Director. Immediate supervision and program direction will be provided by the APHIS WS District Supervisor. All County Wildlife Damage Abatement and Claims Program (WDACP) funds will be managed as an integral part of the APHIS WS district WDACP budget. Specific financial details are outlined in Sections III and IV.

C. Procurement:

Purchase of supplies, equipment, and miscellaneous needs including salaries will be made by APHIS WS as outlined in Sections III and IV of this Agreement. All WDACP expenditures will be processed through APHIS WS administrative system (FMMI) and charged to the County WDACP account as outlined in the APHIS WS District WDACP budget.

D. Stipulations and Restrictions:

APHIS WS activities under this cooperative effort will be limited to the State of Wisconsin. Techniques will be environmentally sound, safe, and effective. Wildlife damage management activities will be performed within the policy guidelines of APHIS WS, the State of Wisconsin, and the County in compliance with applicable State and Federal regulations.

E. Reports:

APHIS WS will be responsible for the preparation of an annual report to the County on APHIS WS activities conducted under this Cooperative Agreement. Updates will be submitted to the County upon request.

Effective Dates

The agreement shall become effective on January 1, 2019 and continue through December 31, 2023 unless otherwise modified or terminated as described in ARTICLE 12.

Section III (Required by the State of Wisconsin)

**WISCONSIN WILDLIFE DAMAGE ABATEMENT & CLAIMS PROGRAM (WDACP)
PLAN OF ADMINISTRATION
RACINE COUNTY**

As confirmed in the County Board of Supervisor's Resolution No. 2013-106 The County requests to participate in the Wildlife Damage Abatement and Claims Program (WDACP), established under s. 29.889, Stats., and s. NR12 Wis. Adm. Code. This Plan of Administration (Plan) outlines the relationships and duties of the County, the Wisconsin Department of Natural Resources (WDNR), and the United State Department of Agricultural, Animal Plant Health Inspection Services, Wildlife Services (APHIS WS), herein called the parties. By submission of this Plan, the County agrees to fully comply with s. 29.889, Stats., s. NR.12, Wis. Adm. Code and the Wisconsin WDACP Technical and Field Manuals which are made a part of this Plan by reference.

- A. Definitions: For the purposes of this Plan, the Parties accept the definitions found in s. 29.889(1) Stats., and s. NR12.31 WI. Adm. Code. In addition the Parties agree that:
1. "Improperly filed claim" means any wildlife damage claim received by WDNR which does not comply fully with all eligibility requirements of s. 29.889, Stats., s. NR. 12 Wis. Adm. Code or this Plan or procedures described in the WDACP Technical or Field Manual.
 2. "Permanent fence contract" means any permanent fence contract written in accordance with the Wisconsin WDACP Technical Manual and designed to remain effective for a minimum of 15 years.
- B. Level of Participation:
The County agrees to administer the full Wildlife Damage Abatement and Claims Program.
- C. Eligible Species:
The County agrees to administer the WDACP with respect to the following wild animals: bear, cougar, white-tailed deer, elk, Canada goose, wild turkey, and sandhill crane* (**only become eligible for program benefits when a hunting season in Wisconsin has been established*).
- D. Eligible Crops:
The County agrees to provide WDACP services with respect to the following: damage to commercial seedlings or crops growing on agricultural lands, damage to drops that have been harvested for sale or further use but have not been removed from the agricultural land, damage to orchard trees or nursery stock, damage to livestock, or damage to apiaries.
- E. Delegation of Responsibility:
1. The County, through an established committee or through a county designee shall provide Administration of the County WDACP pursuant to s.29.889, Stats., and s. NR 12 Wis. Adm. Code including approval of: annual budget requests, permanent fence contracts, crop prices, properly filed wildlife damage claims, shooting permit compliance waivers, and enrollee appeal, (if any).
 2. APHIS WS shall provide the field management of the county WDACP, including hiring, training and supervising staff, providing program services, records management, purchasing, and equipment inventory.
- F. Budgeting:
1. APHIS WS agrees to:

- a. Prepare a WDACP budget proposal for the following calendar year for County review and approval by October 31 (or as negotiated)
 - b. Not bind the County to the expenditure of funds exceeding their total County WDACP budget.
 - c. Keep administrative costs to a minimum, by billing WDACP expenses to each County on a quarterly basis.
2. The County agrees to:
- a. Provide an annual budget request (section IV) to WDNR by November 1st (or as negotiated) for the following calendar year. All budget requests will include costs estimates for administration, abatement, wildlife damage claims, and an estimated number of claimants.
 - b. Prepare quarterly, or a negotiated, reimbursement requests to WDNR for eligible WDACP expenditures.
 - c. Not bind WDNR for expenditures beyond approved the County Plan of Administration. The County may request additional funding by written amendment. It is understood that additional funding is not guaranteed and is subject to fund availability.
 - d. Unless otherwise agreed upon, submit advance abatement and administrative fund requests that are compliant with s. 28.889 and NR 12.34, after submitting a final reimbursement request for the previous year for which WDACP participation was approved.
3. WDNR agrees to:
- a. Review and approve, amend or deny the annual budget request in accordance with s. 29.889, Stats., and s. NR 12.32, Wis. Adm. Code, and advance funds under s. NR 12.34 (unless otherwise agreed upon), Wis. Adm. Code within 30 days of department approval of the annual budget estimate.
 - b. Review and approve, amend or deny reimbursement requests in accordance with s. NR 12.34 and s. NR 12.35, Wis. Adm. Codes.
 - c. Review and act on properly filed wildlife damage claim requests no later than June 1 following the calendar year in which damage occurred.
 - d. If eligible wildlife damage claims are submitted late by the County, WDNR may accept and process the claims if funds are available and the payment will not adversely affect claimants for the preceding calendar year claim payments.
 - e. If statewide approved wildlife damage claims exceed available funds, claims shall be paid on a prorated basis as established in s. NR 12.37 (3) Wis. Adm. Code.
4. The Parties mutually recognize and agree:
- a. WDNR may not bind the State of Wisconsin to pay costs beyond the amount appropriated for the WDACP.
 - b. WDNR may defer until after July 1st, the payment of County reimbursement requests beyond the initial 25% funds advancement.
 - c. The County and WDNR shall not restrict APHIS WS to line item estimates in the WDACP budget if total expenditures do not exceed the total budgeted amount approved by the County and WDNR.
 - d. The County WDACP budget may be spent in its entirety. Any unspent funds will remain with the WDNR WDACP program.
 - e. Supplies, materials, and equipment will be purchased with WDACP funds. If this Agreement is terminated by any of the Parties, items purchased will be transferred within the WDACP for use or proceeds of items shall remain with the WDACP and shall not be delivered.
 - f. WDNR will not reimburse the cost of abatement measures unless those measured were prescribed and implemented according to the Wisconsin WDACP Technical Manual.

- g. WDNR will not make payment for any wildlife damage claim which does not comply with all eligibility requirements of s. 29.889, Stats., s. NR12, Wis. Adm. Code or this Plan of Administration.

G. Recordkeeping:

1. APHIS WS and the County agree to:
 - a. Maintain record keeping practices and procedures that conform to accounting practices directed by the WDNR and in compliance with s. NR 12, Wis. Adm. Code.
 - b. Make all records and files relating to the WDACP available to the other Parties, upon request.
 - c. Send copies of any WDACP documentation to the other Parties, upon request.
 - d. Use WDNR authorized databases and forms for billing and reporting.
2. APHIS WS agrees to:

Maintain separate enrollee files and keep records of all abatement recommendations, appraisals, and all WDACP related interactions with each enrollee.
3. The County agrees to:

Direct all billings to WDNR, Wildlife Damage Specialist.
4. WDNR may:

Conduct periodic audits of County record keeping procedures and prepare a written report to the County.
5. The Parties recognize and agree:

All WDACP records are subject to the Wisconsin Open Records Law s.16.61, Stats. Any WDACP records requested will be provided by the County, WDNR &/or USDA WS, as applicable.

H. Abatement Measures:

1. The Parties mutually recognize and agree that:
 - a. APHIS WS shall prepare an annual informational news release for County residents on the WDACP describing how services may be requested.
 - b. All enrollees shall be required to have a signed enrollment form on file to meet the hunting requirements in s. 29.889 (7m), Stats., and s. 12.36 Wis. Adm. Code prior to receiving WDACP assistance.
 - c. All abatement measures recommended to alleviate wildlife damage shall conform to the procedures and priorities found in the Wisconsin WDACP Technical Manual and will be accepted by the County as complete and appropriate "recommended abatement". Other abatement measures may be used if approved in advance, in writing, by WDNR.
 - d. In the event that equipment loaned by APHIS WS to an enrollee is damaged beyond normal wear and tear, the enrollee/owner shall be billed for parts and labor to repair the damaged equipment, or if repair costs exceed the value of the equipment, the enrollee will be billed for the replacement of the equipment. APHIS WS agrees to invoice the enrollee for these costs through a separate Cooperative Service Agreement and deposit the proceeds in the County's WDACP account. If the enrollee refuses to pay:
 - 1) The County shall direct APHIS WS to refuse abatement services until payment is made (consequently the enrollee would be ineligible for a wildlife damage claim) or
 - 2) The County shall take a reasonable legal action to recover the loss of WDACP materials &/or equipment, and deposit the proceeds in the County's WDACP account.

- e. Permanent fences for white-tailed deer or elk abatement shall only be recommended subject to the priorities and conditions set forth in the Wisconsin WDACP Technical Manual or as directed by WDNR.
- 1) A WDACP enrollee for which a permanent fence has been recommended and approved will be required to agree to the design of the fence in advance of letting the project for bid. The enrollee will be responsible for all materials and/or installation costs in excess of the low bid amount if the enrollee requests changes in the fence design subsequent to letting the bids for said fence.
 - 2) A permanent fence contract shall be signed by the enrollee/landowner, the County, WDNR, and APHIS WS. This contract shall be registered with the appropriate County Register of Deeds.
 - 3) All aspects of permanent fencing projects shall comply with requirements in the Wisconsin WDACP Technical Manual.
 - 4) All permanent fences must be approved by the County and approved in writing by the WDNR prior to soliciting and awarding bids for materials and construction of the fence.
 - 5) All permanent fences that exceed the specification found in the Wisconsin WDACP Technical Manual must have prior written approval from WDNR.
 - 6) The County will pay the WDACP's 75% obligation for permanent high-tensile woven wire projects approved by the WDNR, when APHIS WS has determined that the WDACP requirements for materials and construction have been met.
 - 7) An initial fence inspection will be completed by APHIS WS and all information will be entered into the WDNR database including a copy of the registered permanent fence contract.
 - 8) APHIS WS shall conduct inspections a minimum of once annually of all permanent fences cost-shared through the WDACP to insure fence contract compliance. All inspection records will be annually recorded in the WDACP database.
 - 9) A penalty fee (*fee to be determined*) may be charged to the enrollee, if the fence has been awarded, and the enrollee withdraws or elects to NOT build the approved fence.
 - 10) Enrollees will be denied additional full program WDACP assistance if a permanent fence has been recommended as the primary abatement and if the enrollee refuses the fence. For as long as a permanent fence is the primary recommended abatement for that enrollee, full WDACP program assistance (any abatement and/or claims), will be denied in all subsequent years until a fence is erected. NOTE: Enrollee may remain eligible for Act 82 permits, as long as all conditions for Act 82 enrollment have been met.
 - 11) The contractor shall be liable for the payment of penalties to the WDACP accruing in the amount described in the permanent fence Bid Request, in the event the Contractor fails to meet the delivery and/or installation schedules as specified. Penalties, if applicable, shall be deducted from the payment that is owed to the contractor under the terms of the Bid and its associated bid conditions.
 - 12) APHIS WS will prepare all Satisfaction of Contract paperwork and record this paperwork with the appropriate County Register of Deeds, when the fence has reached the end of its 15-year term, &/or when the contract has been otherwise satisfied (i.e. enrollee has provided payment to end the contract prior to the end of the 15-year term according to the pay back clause of the register permanent fence contract).
- f. Enrollees shall be encouraged to integrate sound conservation practices with their normal agricultural practices.
- g. The County, in accordance with s. NR 12.35(4) Wis. Adm. Code will not administer abatement measures to persons not cooperating with County personnel or the County's agents responsible for

administering the County's WDACP. Abusive language, behavior or threats of violence, or otherwise will be considered a failure on the part of the enrollee to cooperate. This condition of administration will be provided by the County or its agent, in writing to program enrollees.

2. WDNR and APHIS WS agree to:

Provide current information, as available, on the effectiveness of the above abatement measures and/or changes to the Wisconsin WDACP Technical Manual.

I. Wildlife Damage Claims:

1. APHIS WS agrees to:

- a. Advise the County WDACP enrollees in writing regarding procedures and requirements for submitting a wildlife damage claim, and all other WDACP eligibility requirements through the use of the current program Farmer Fact sheet and/or other informational materials.
- b. Require that potential claimants specify the location of damage, crop(s) being damaged, species of wildlife causing damage, and the date damage first occurred with a written, telephone, or personal consultation.
- c. Require that enrollees have signed enrollment form(s) (WDNR form) on file to meet the hunting requirements in s. 29.889 (7M), Stats. and s. NR 12.36(2) Wis. Adm. Code.
- d. Inspect reported damage to verify eligibility requirements and recommend abatement measures.
- e. Determine the amount of huntable land and the applicable number of hunters for each enrollee in accordance with s. NR 12.31(4) or (4e), Wis. Adm. Code, notify each enrollee of the requirement to allow open public hunting or managed hunting access (at least 2 hunters per 40 acres of land suitable for hunting). Land suitable for hunting all eligible species other than deer and elk shall be determined in a manner consistent with s. NR 12.31(4e) Wis. Adm. Code. Participants who only receive a deer shooting permit and waive any eligibility to receive a wildlife damage claim payment or other WDACP program assistance, are exempt from the public hunting requirement (Act 82 enrollment), (s. NR12.36(1m) Wis. Adm. Code). Participants who receive abatement only on leased land properties for bear damages to apiaries are exempt from the public hunting requirement as defined in s. 29.889 (7m), Stats.
- f. Prepare maps of properties enrolled in the WDACP that are required to be open to the public for hunting the species causing damage. Maps must detail the acres enrolled, Township, Range, Section number(s), identifying owned and leased land properties enrolled, and the enrollee's contact information. APHIS WS will obtain approval from the enrollee to assure that the map includes complete and accurate information regarding all properties enrolled. APHIS WS staff will enter a copy of the map into the WDNR database, per the WDNR mapping guidelines.
- g. Notify WDACP enrollees that ineligibility on any site will result if they fail to:
 - 1) Control hunting access on all contiguous land under the same ownership and control, except in situations involving apiaries on land not controlled by the enrollee as defined in s. 29.889 (7m), Stats.
 - 2) Allow public hunting for the species causing damage (two options available)
 - Open Public Hunting (OPH) or
 - Managed Hunting Access (MHA) –the presence of 2 hunters per 40 acres of land suitable for hunting.
 - 3) Sign the appropriate enrollment form(s)
 - 4) File a wildlife damage complaint with APHIS WS within 14 days of first damage each year.
 - 5) Follow APHIS WS's recommended abatement according to the WDACP Technical manual list of approved methods.

- 6) Request an appraisal for each crop &/or cutting from APHIS WS orally or in writing at least 10 days prior to the harvest of crops, and delay harvest of said crops for a period of up to 10 days to allow APHIS WS time to appraise the unharvested crops, or until the appraisal is completed.
 - 7) Notify APHIS WS if they charge any fees for hunting, hunting access, or any other activity that includes hunting for the species causing the damage.
 - h. Inspect the crop or individual fields identified by the enrollee, prior to harvest, and assess the eligible wildlife damage and prepare a wildlife damage claim.
 - i. Retain the claim until the end of the calendar year to determine the enrollee's compliance with the WDACP requirements.
 - j. Establish, as described below, uniform unit prices for eligible crops and calculate the value of the eligible wildlife damage claims (See Mutual Agreement between all parties 4b).
 - k. Ensure that crop damage resulting from improper crop management, compromised growing conditions and weather, or wildlife other than the covered species, is not included in the official crop damage appraisals conducted by APHIS WS prior to preparation of the enrollee's official wildlife damage claim.
 - l. Summarize and prepare the necessary WDNR forms for all wildlife damage claims for review by the County prior to the succeeding March 1st. Upon approval by the County, claims will be submitted to WDNR, unless otherwise negotiated by the succeeding March 1st.
 - m. Notify, in writing, any enrollee whose wildlife damage claim has been rejected and provide the reasons for the rejection, as well as the appropriate appeal procedures.
2. The County agrees to:
 - a. Review and approve all properly filed wildlife damage claims.
 - b. Establish crop prices in accordance with the WDACP Technical Manual or approve prices as recommended by APHIS WS.
 - c. Deny all wildlife damage claims for a crop site where a valid enrollment form has not been signed by the enrollee and filed with APHIS WS
 - d. Deny all wildlife damage claims where APHIS WS did not receive a complaint within 14 days of first damage.
 - e. Deny all wildlife damage claims for crop sites where APHIS WS abatement recommendations were not followed.
 - f. Deny all wildlife damage claims for crops that were harvested before an appraisal request was made to APHIS WS or before an appraisal was completed (within a 10 day period from notification of harvest).
 - g. Deny all wildlife damage claims on row crops for damage occurring to these crops during a particular growing season after 90 percent of the County's harvest for this crop has been completed, as required by s. NR 12.37(1)(c), Wis. Adm. Code. The County may consult with the local FSA and UW Extension offices for assistance in making the 90 percent determination (if desired).
 - h. Deny all wildlife damage claims if an enrollee is not compliant with the prescribed harvest objective if issued a deer damage shooting permit, and the consulting group consisting of the county, the damage specialist and WDNR, does not collectively recommend an exemption to the harvest objective requirement.
 - i. The County shall take reasonable legal actions to recover claim payments made on the basis of fraudulent or negligent claims or statements.
3. WDNR agrees to:

Accept the amount of wildlife damage for all properly filed wildlife damage claims approved by the County as final for purposes of review.

4. It is mutually agreed by the County, APHIS WS and WDNR that:
 - a. Damage assessment for compensation will be performed by APHIS WS staff in accordance with the Wisconsin WDACP Technical Manual and Field Handbook, and will be accepted by the County as complete and accurate "assessed damage".
 - b. Compensation prices will be developed by APHIS WS using information from UW Extension and local marketplace data and proposed to the County for approval, each year. Such prices will be established according to procedures set forth in the Wisconsin WDACP Technical Manual. Such prices will be applied to all individuals with eligible wildlife damage to that crop throughout the County.
 - c. Public complaints (abatement compliance, fraud, etc.) must be written and received by APHIS WS by December 31st, to be given consideration in the wildlife damage claims determination process. Hunting access denial complaints shall be written and received by APHIS WS within 10 days of hunting access denial to be given consideration in the wildlife damage claims determination process, as described in the WDACP Technical Manual.
 - d. The County will not administer a damage appraisal and/or claim to persons not cooperating with County personnel or its agent responsible for administering the County's Wildlife Damage Abatement and Claims Program. Abusive language, behavior or threats of violence or otherwise will be considered a failure on the part of the enrollee to cooperate. This condition of administration will be provided by the County or its agent, in writing to program enrollees.
 - e. As required by s. NR 12.37(4)(a) 4.b., Wis. Adm. Code as part of the claims approval process, if an enrollee who has been issued a shooting permit is found not to be compliant with the harvest objective prescribed under his/her permit under s. NR 12.16(2)(a), Wisc. Adm. Code, then the County, its agent, and the department shall consult before making a collective recommendation to grant an exemption to the harvest objective requirement. This group shall review the evidence and if there is consensus that an exemption is warranted, they shall recommend that the County designated committee charged with the approval of such damage claims, grant approval of the damage claim for the year in which the permit was issued. Compelling evidence that shall be used is detailed in s. NR 12.16(2)(b)2., Wis. Adm. Code.

J. Changes:

The terms of this Agreement may be changed by written amendment approved by all Parties.

K. Termination:

1. The County may terminate participation in the WDACP upon notifying WDNR in writing thirty (30) days prior to termination.
2. WDNR shall terminate a County Plan of Administration if the County does not comply with all conditions of s. 29.889, Stats., s. NR 12, Wis. Adm. Code, this Plan of Administration, the Wisconsin WDACP Technical Manual, or fails to properly report costs of the program or claims.
3. WDNR agrees to reimburse the County for WDACP costs incurred and determined proper by WDNR under this Plan of Administration prior to the effective date of termination.
4. That upon termination of the Agreement, the County shall reimburse APHIS WS for all County WDACP obligations created by APHIS WS as a result of this Agreement and not previously reimbursed, to the limits of the County WDACP budget.
5. In the event that the County chooses to exercise its right to overrule APHIS WS on a particular case under the general policy provision, APHIS WS reserves the right to withdraw administrative and/or fiscal support of that case. Either action may occur without termination of this Agreement.

L. Length of Effect:

This Plan shall remain in effect until December 31, 2023 unless otherwise changed or terminated as described sections J. and K.

M. Approvals:

RACINE COUNTY

By: _____ Date: _____

Title: _____ Tax ID # 39-6005734

(In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Tax Payer Identification Number for Individuals or business conducting business with the Agency).

WISCONSIN DEPARTMENT OF NATURAL RESOURCES

By: _____ Date: _____

Title: _____

UNITED STATES DEPARTMENT OF AGRICULTURES – APHIS WS

By: _____ Date: _____

Wisconsin State Director

By: _____ Date: _____

USDA APHIS WS Regional Director

N. Contact List:

1. Racine County
Chad Sampson, County Conservationist
14200 Washington Avenue
Sturtevant, WI 53177
262-886-8440

2. Wisconsin Department of Natural Resources
Bureau of Wildlife Management –Administration
Brad Koele, Wildlife Damage Specialist
GEF 2, WM/6 Box 7921
Madison, WI 53707
715-356-5211, ext. 234

3. USDA APHIS WS
Daniel Hirschert, State Director
Donna Evans, Budget Analyst
732 Lois Drive
Sun Prairie, WI 53590
608-837-2727

- USDA APHIS WS (Rhineland District Office)
Robert Willging, District Supervisor
Pam Engstrom, Program Support Assistant
PO Box 1064
Rhineland, WI 54501
715-369-5221
800-228-1368

- USDA APHIS WS (Waupun District Office)
Charles Lovell, District Supervisor
Laurie Koeck, Program Support Assistant
1201 Storbeck Drive
Waupun, WI 53963
920-324-4514
800-433-0663