

United States Department of Agriculture

Animal and Plant Health Inspection Service

Wildlife Services

P O Drawer FW Mississippi State, MS 39762

Phone: 662-325-3014 Fax: 662-325-3690 August 15, 2019

To Whom It May Concern:

I have enclosed the Cooperative Service Agreement for your County Office to complete so that Madison County will be included in the 2020 Beaver Control Assistance Program (BCAP).

Please fill out the highlighted areas on the Cooperative Service Agreement and return to the Mississippi State Office by September 30, 2019.

I have also included an invoice for payment in the amount of \$7,500.00 for the enrollment fee. Please send your payment to the Mississippi State Office by October 31, 2019.

USDA APHIS Wildlife Services PO Drawer FW Mississippi State, MS 39762

Feel free to contact me with any questions or concerns at (662) 325-3014.

Thank you,

Brenda Clayton Program Support Assistant

enclosures



COOPERATIVE SERVICE AGREEMENT Between <MADISON COUNTY> and the UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS) WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

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 and the <MADISON COUNTY> agree:

- 1. APHIS WS will provide the requested wildlife damage management services.
- 2. The <MADISON COUNTY> will provide the U.S. Department of Agriculture the sum of \$7.500 to cover the costs as outlined in the Financial Plan. Payment will be made by check **payable to "U.S. Department of Agriculture"** by a mutually agreed upon date.
- 3. The <MADISON County> ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
- 4. The monies received by APHIS WS will be used for wildlife damage management activities.
- 5. 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.
- 6. <MADISON County> certifies that APHIS WS has advised the <MADISON County> that there may be private sector service providers available to provide wildlife management services that the <MADISON County> is seeking from APHIS WS.
- 7. 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 4

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 5

APHIS 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 (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective <u>October 1, 2019</u> and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the MADISON County does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

USDA-APHIS-Wildlife Services PO Drawer FW Mississippi State, MS 39762

MADISON County's Signature

Date

State Director

WORK PLAN

Wildlife Species: Beaver, Muskrat, Nutria

Location: MADISON County, MS

Services Provided: <u>BCAP Enrollment fee **Effective Date October 1, 2019 to September 30, 2020**</u>

WS will provide animal damage management for the named county to reduce damage by beaver, muskrat, nutria to the lowest level possible as long as funds are available^{*}. Target animals will be removed with Conibear body grip traps, snares, leg-hold traps, and shooting. Beaver dams will be removed by hand, or explosives utilized by WS, or backhoe when assisted by the county road department.

FINANCIAL PLAN BCAP Enrollment Fee

Personnel Costs Supplies	
Subtotal (Direct Costs)	\$6,457.00
Indirect Costs	\$1,043.00
	TOTAL\$7,500.00

The above figures are only estimates. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **\$7,500.00**.

*Services will be provided as long as funds are available. When current funds have been Exhausted services will cease unless further funds are provided.

Financial Point of Contact

MADISON County:

<Name to call for billing questions>

Phone

APHIS, WS: <u>Brenda Clayton, Program Support Assistant</u> <Budget Personnel Name>

<u>662-325-3014</u> Phone Animal and Plant Health Inspection Service Wildlife Services

DETAIL

DESCRIPTION

AMOUNT

ENROLLMENT FEE FOR BEAVER CONTROL ASSISTANCE PROGRAM FY 2020

\$7,500.00

TOTAL DUE: \$7,500.00 ACCOUNT SUMMARY PLEASE INCLUDE A COPY OF For internal use only THIS BILL WITH YOUR PAYMENT \$7,500.00 Total **NEW INFORMATION ABOUT HOW TO PAY Please remit** USDA, APHIS In accordance with the Debt Collection Improvement Act of 1996, payment within PO Drawer FW invoices issued by USDA-APHIS are due and payable within 30 30 days to Mississippi State, MS 39762 days. Payments not received by the due date are subject to late payment charges assessed at the rate established by the Dept. of **PAYMENTS MUST INCLUDE A COPY OF THIS BILL** Treasury (31 USC 3717). Make checks payable to: USDA-APHIS Please be sure to mail your check to the following address: Please write your bill number on your check **USDA APHIS WILDLIFE SERVICES P O DRAWER FW MISSISSIPPI STATE, MS 39762** For questions concerning this bill, please contact: Brenda Clayton 662-325-3014 State Office Copy/Fax ART Cooperator Copy Remittance Copy