

United States Department of Agriculture

August 31, 2021

Animal and Plant Health Inspection Service

To Whom It May Concern:

Wildlife Services

P O Drawer FW Mississippi State, MS 39762 I have enclosed the Cooperative Service Agreement for your County Office to complete so that Madison County will be included in the 2022 Beaver Control Assistance Program (BCAP).

Phone: 662-325-3014

Fax: 662-325-3690

Please fill out the highlighted areas on the Cooperative Service Agreement and return to the Mississippi State Office as soon as possible.

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, 2021.

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

WS Agreement Number: 22-7228-8031-RA	
WBS:	
[optional] Cooperator PO:	

COOPERATIVE SERVICE AGREEMENT

between Madison County and

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 attached Work Plan.

ARTICLE 2

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 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 Cooperator agree:

- 1. The Cooperator will provide payment at the time of service to "USDA, APHIS" in the amount of \$7,500.00.
- 2. 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.
- 3. 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.
- 4. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management services that the Cooperator is seeking from APHIS-WS.
- 5. 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.
- 6. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4

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 also may be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 5

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 there from.

ARTICLE 6

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

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

This agreement shall become effective October 1, 2021, and shall continue until September 30, 2022. This agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not, for any reason, provide necessary funds. APHIS-WS is relieved of the obligation to provide services under this agreement.

necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.	
As required by Debt Collection Improvement Act of 1996:	

APHIS-WS's Tax ID: 41-0696271 Cooperator Name/signer, Address

Cooperator's Tax ID No.:

APHIS-WS State Office/signer, Address
USDA-APHIS-Wildlife Services
P.O. Drawer FW

Mississippi State, MS 39762

Cooperator's Signature Date APHIS-WS State Director's Signature Date

WS Agreement Number: 22-7228-8031-RA	
WBS:	
[optional] Cooperator PO:	

WORK PLAN

Wildlife Species: Beaver, Muskrat, Nutria

Location: Madison County, MS

Services Provided: BCAP Enrollment fee **Effective Date October 1, 2021 to September 30, 2022**

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

Cost Element		Full Cost		
Personnel Compensation]	\$4,856.00		
Travel]			
Vehicles]			
Other Services				
Supplies and Materials]	\$1,601.00		
Equipment]			
Subtotal (Direct Charges)]	\$6,457.00		
Pooled Job Costs [for non-Over-the Counter projects]	11.00%			
Indirect Costs	16.15%	\$1,043.00		
Aviation Flat Rate Collection				
Agreement Total	1	\$7,500.00		

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

Financial Point of Contact/Billing Address:

Cooperator Name, Address, Phone Number, Email

APHIS-WS State Office Name, Address, Phone Number, Email

USDA APHIS Wildlife Services

Brenda Clayton

PO Drawer FW

Mississippi State, MS 39762

662-325-3014

brenda.clayton@usda.gov

^{*}Services will be provided as long as funds are available. When current funds have been exhausted services will cease unless further funds are provided.



United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services

MISSISSIPPI

State Office Copy/Fax ART

BILL FOR COLLECTION

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COOPERATOR	В	ill Number	BD 7228-21-429
Madigan County			
Madison County Shelton Vance			
PO Box 608 Canton, MS 39046			
Caritori, Nio 33040	B	illing Date	8/31/2021
		_	
Telephone: 601-855-5502	Р	Payment Due	10/31/2021
<u>DETAIL</u> DESCR	IPTION		AMOUNT
ENROLLMENT FEE FOR BEAVER CONTROL ASSISTANCE PROGRAM FY 202	22		\$7,500.00
PLEASE INCLUDE A COPY OF THIS BILL WITH YOUR For internal us		OUNT SUMMARY	\$7,500.00
PAYMENT		Total	\$7,500.00
<u> </u>		TOLAI	\$7,500.00
NEW INFORMATION	ABOUT H	OW TO PAY	
Please remit USDA, APHIS payment within PO Drawer FW 30 days to Mississippi State, MS 39762 PAYMENTS MUST INCLUDE A COPY OF THIS BILL Make checks payable to: USDA-APHIS	In accordance with the Debt Collection Improvement Act of 1996, invoices issued by USDA-APHIS are due and payable within 30 days. Payments not received by the due date are subject to late payment charges assessed at the rate established by the Dept. of Treasury (31 USC 3717).		
	Please be sur	e to mail your check to th	ne 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			

□ Remittance Copy

Cooperator Copy