

**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 Cooperative Service Agreement is to enroll the above-named county in the Beaver Control Assistance Program (BCAP) for federal fiscal year 2014.

**ARTICLE 2**

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), 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 MADISON COUNTY mutually agree:

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

MADISON COUNTY:

Name: Gerald Steen, Board President

Address: P.O. Box 608  
Canton, MS 39046

**APHIS-WS:**

Kristina Casscles Godwin, State Director  
USDA APHIS WS  
P O Drawer FW  
Mississippi State, MS 39762

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 Shelton Vance or his/her designee, the State Director or his/her designee, and/or those additional persons authorized and approved by the cooperating county and the 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**

MADISON COUNTY agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with beaver, muskrat, nutria damage to county roads in above-named county. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by MADISON COUNTY. MADISON COUNTY will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
2. To sign and return this agreement to USDA APHIS Wildlife Services, P O Drawer FW, Mississippi State, MS 39762 and include a check made out to USDA APHIS in the amount of \$7,500.00, the amount specified in the Financial Plan (Attachment B). MADISON 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 MADISON COUNTY authorized individual whose responsibility shall be the coordination and administration of 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.
6. All equipment purchased for the program is and will remain the property of APHIS WS.
7. To coordinate with APHIS WS before responding to all media requests.

## **ARTICLE 5**

APHIS WS Agrees:

1. To conduct activities within MADISON COUNTY as described in the Work and Financial Plans.
2. Designate to the above-named cooperating county the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To deposit \$7,500.00 as specified in the Financial Plan upon execution of this Cooperative Service Agreement for services agreed upon and specified in the Work Plan. WS shall provide services as long as funds are available. When current funds have been exhausted, services will cease unless further funds are provided.
4. To coordinate with MADISON COUNTY 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**

MADISON COUNTY certifies that APHIS WS has advised the above-named cooperating county that there may be private sector service providers available to provide wildlife management services that the cooperating county 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 environmental 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 cooperating county does 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.

County Tax Identification Number (TIN): 64-6000658

MADISON COUNTY

BY: \_\_\_\_\_  
County Signatory Authority Date

Address: \_\_\_\_\_  
\_\_\_\_\_

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

BY: \_\_\_\_\_  
Kristina Casscles Godwin, State Director Date  
USDA APHIS WS  
P O Drawer FW  
Mississippi State, MS 39762

## ATTACHMENT A WORK PLAN

### Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The 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

To reduce damage in named county caused by beaver, muskrat, nutria.

### Planned USDA, APHIS, Wildlife Services Activities

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.

### Effective Dates

The cooperative agreement shall become effective on October 1, 2013, and shall expire on September 30, 2014\*.

\* See Financial Plan regarding funding of this project.

**ATTACHMENT B  
FINANCIAL PLAN**

Personnel Costs	\$ 3,500.00
Travel & Vehicle Usage	\$ 1,958.00
Supplies/Equipment	\$ 750.00
Other Services as needed	\$ 250.00
<b>Sub-Total (Direct Costs)</b>	<b>\$6,458.00</b>
Program Support	\$1,042.00
<b>TOTAL</b>	<b>\$7,500.00</b>

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:

Shelton Vance  
<Name to call for billing questions>

601-855-5502  
Phone

Cherri Golden, Budget Analyst  
APHIS, WS: Brenda Clayton, Secretary

662-325-3014  
Phone