

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, 2024, and shall continue until September 30, 2025. 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.

As required by Debt Collection Improvement Act of 1996:

Cooperator's Tax ID No.: 646000658

APHIS-WS's Tax ID: 41-0696271

Cooperator Name/signer, Address

Madison County
125 W. North St.
Canton, MS 39046

APHIS-WS State Office/signer, Address

USDA-APHIS-Wildlife Services
P.O. Drawer FW
Mississippi State, MS 39762

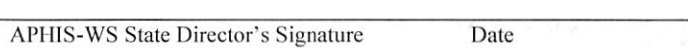
11/5/24

Cooperator's Signature

Date

APHIS-WS State Director's Signature

Date



WORK PLAN

Wildlife Species: Beaver, Muskrat, Nutria

Location: Madison County, MS

Services Provided: BCAP Enrollment fee **Effective Date October 1, 2024 to September 30, 2025**

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		\$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: <u>\$7,500.00</u> *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/Billing Address:

Cooperator Name, Address, Phone Number, Email

Madison County
 Attn: Greg Higgenbotham

125 W. North St.
 Canton, MS 39046

601-855-5502

greg@madison-co.com

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

USDA APHIS Wildlife Services

Brenda Storey

PO Drawer FW

Mississippi State, MS 39762

662-325-3014

brenda.storey@usda.gov



United States
Department of
Agriculture

Animal and
Plant Health
Inspection
Service

Wildlife
Services

MISSISSIPPI

BILL FOR COLLECTION

COOPERATOR	
Madison County	
PO Box 608 Canton, MS 39046	
Telephone:	601-855-5502

Bill Number	BD 7228-24-436
Billing Date	9/4/2024
Payment Due	10/31/2024

DETAIL

DESCRIPTION

AMOUNT

ENROLLMENT FEE FOR
BEAVER CONTROL ASSISTANCE PROGRAM FY 2025

\$7,500.00

TOTAL DUE:	\$7,500.00
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**PLEASE INCLUDE A COPY OF
THIS BILL WITH YOUR
PAYMENT**

ACCOUNT SUMMARY	
For internal use only	
Total	\$7,500.00

NEW INFORMATION ABOUT HOW TO PAY

<p>Please remit payment within 30 days to</p> <p>USDA, APHIS PO Drawer FW Mississippi State, MS 39762</p> <p><u>PAYMENTS MUST INCLUDE A COPY OF THIS BILL</u></p> <p>Make checks payable to: USDA-APHIS</p> <p>Please write your bill number on your check</p>	<p>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).</p> <p>Please be sure to mail your check to the following address:</p> <p>USDA APHIS WILDLIFE SERVICES P O DRAWER FW MISSISSIPPI STATE, MS 39762</p>
<p>For questions concerning this bill, please contact: Brenda Clayton 662-325-3014</p>	

Cooperator Copy Remittance Copy State Office Copy/Fax ART