

## 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 U.S.C. 426-426b) as amended, and the Act of December 22, 1987 (101 Stat. 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 the Cooperator agree:

1. The Cooperator will provide payment by 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 therefrom.

### ARTICLE 6

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

The Agreement shall become effective **September 30, 2025** and shall continue in effect until **September 29, 2026**. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event **Cooperator** does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

Cooperator Name/ Signer, Address

Madison County  
**Name/Title:**  
125 W. North St.  
Canton, MS 39046

APHIS-WS State Office/ Signer, Address

Robert Byrd  
State Director  
1020 Lantrip Rd.  
Sherwood, AR 72120

Cooperator's Signature \_\_\_\_\_ Date \_\_\_\_\_

APHIS-WS State Director's Signature \_\_\_\_\_ Date \_\_\_\_\_

## WORK PLAN

**Wildlife Species:** Beaver, Muskrat, Nutria

**Location:** Madison County, MS

**Services Provided:** 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 traps, snares, or firearms. Beaver dams will be removed by hand or with explosives utilized by WS, or backhoe when assisted by the County Road Department.

## FINANCIAL PLAN

Personnel Costs (salary and benefits)	\$5,000.00
Travel (lodging and per diem)	\$0.00
Supplies (traps, bait, animal disposal, mileage/average fuel costs, etc)	\$1,457.17
<b>Sub-Total (Direct Charges)</b>	<b>\$6,457.17</b>
Indirect Costs*	\$1,042.83
<b>Total</b>	<b>\$7,500.00</b>

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**

\* APHIS charges indirect costs to recover administrative costs associated with performing program work. Such costs may include office expenses, billing and collections, computers, National Environmental Policy Act (NEPA) compliance, and other mandatory requirements in support of the program but not specific to work on individual projects.

### Financial Point of Contact

Cooperator  
Greg Higginbotham  
125 W. North St.  
Canton, MS 39046  
601-885-5502  
greg@madison-co.com

APHIS-WS State Office  
Rachel Doyle  
1020 Lantrip Rd.  
Sherwood, AR 72120  
573-999-5825  
Rachel.e.doyle@usda.gov

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

WORK INITIATION DOCUMENT FOR  
WILDLIFE DAMAGE MANAGEMENT

SECTION 1	1. WORK INITIATION DOCUMENT NUMBER				2. STATUS <input type="checkbox"/> NEW <input checked="" type="checkbox"/> RENEWAL			
	3A. TYPE OF WORK INITIATION DOCUMENT (mark all that apply) <input type="checkbox"/> PRIVATE PROPERTY <input checked="" type="checkbox"/> NON-PRIVATE PROPERTY <input type="checkbox"/> TEMPORARY/CIVIL <input type="checkbox"/> ADJACENT LANDOWNER <input type="checkbox"/> AMENDMENT TO AN EXISTING WORK INITIATION DOCUMENT						3B. ASSIGN TO THESE SPECIAL GROUPS (1) _____ (2) _____ (3) _____ (4) _____	
SECTION 2	4. COOPERATOR NAME (est, first, last)							
	5. COOPERATOR MAILING ADDRESS							
	6. COMMON NAME <i>Madison County Road Dept</i>				7. COOPERATOR TELEPHONE NUMBER			
	8. OWNER OR REPRESENTATIVE NAME (if different from Cooperator) <i>Madison County Board of Supervisors</i>				9. OWNER OR REPRESENTATIVE TELEPHONE NUMBER			
SECTION 3	10. OWNER OR REPRESENTATIVE ADDRESS (if different from Cooperator)							
	11. PROPERTY / LAND CLASS INFORMATION				12. ADJOINING PROPERTY WID NO.'s		13. TARGETED SPECIES	
	COUNTY	PROPERTY	LAND CLASS	ACRES				
	A. <i>Madison</i>		<i>County</i>	<i>100</i>	A.	<i>Beaver</i>	F.	
	B.				B.	<i>Muskrat</i>	G.	
	C.				C.	<i>Nutcracker</i>	H.	
	D.				D.		I.	
E.				E.		J.		
STATE <i>MS</i>				TOTAL ACRES <i>100</i>		<input type="checkbox"/> 14. There are additional targeted species (complete and attach WS Form 12 Addendum)		
SECTION 4	15. In consideration of the benefits to be derived from the proper management of damage caused by those species listed in Item 13 (and Item 14 if applicable), I, the undersigned Cooperator or Cooperator's representative, do hereby give my consent and concurrence to the Animal and Plant Health Inspection Service (APHIS) (to include its officials, employees, and agents) to use, upon lands owned, leased, or otherwise controlled by me, and identified by this Work Initiation Document, the following methods and devices (COMPONENTS):							
	A. <i>Body Gripping trap</i>		B. <i>Foothold trap</i>		C. <i>Neck snake</i>			
	D. <i>Firearms</i>		E. <i>Hand fed</i>		F. <i>Explosive</i>			
	<input type="checkbox"/> 16. There are additional components (complete and attach WS Form 12 Addendum)							
SECTION 5	17. I, the Cooperator or Cooperator's representative, have been informed of the methods and the manner in which the control materials and devices listed in Section 4 will be used, and of the possible hazards associated with their use. I understand that APHIS (to include its officers, employees, and agents) will exercise reasonable precautions to safeguard all persons to prevent injury to animal life other than those listed in Section 3, Item 13 (and Item 14, if applicable); guard against the mishandling of control devices and materials; and exercise due caution and proper judgment in all wildlife damage management operations. I understand that APHIS, WS, will maintain restricted use pesticide application records on applications made under the Work Initiation Document, and that APHIS WS will provide copies of the records or record information promptly upon the property owner's or cooperator's request. I understand that APHIS may collect Global Positioning System (GPS) coordinates at the project site as part of component or activity tracking or as wildlife disease monitoring or research data.							
	18. In consideration of these understandings and of the benefits to be derived, I, the Cooperator or Cooperator's representative, agree to take reasonable precautions to prevent injury to livestock and other domestic animals; assume responsibility for injury to my property under my control when said injury is not the result of negligence on the part of APHIS; assist in maintaining such warning signs as APHIS may place for the purpose of notifying persons entering onto such lands of the possible hazards associated with wildlife damage management measures in use thereon; and to give adequate warning of these possible hazards to persons I authorize to enter onto such lands. Further, in recognition of the benefits to be derived from the use of specified methods and devices authorized by this Work Initiation Document, I, the cooperator or cooperator's representative, agree not to concurrently use or allow to be used upon lands covered by this Work Initiation Document any toxic material that might reasonably be expected to take a species listed above in Section 3, Item 13 (and Item 14, if applicable), unless such use of said toxicant is agreed to by APHIS in writing.							
SECTION 6	19. SPECIAL CONSIDERATIONS							
	20A. LANDOWNER, LESSEE, OR ADMINISTRATOR NAME AND TITLE				20B. SIGNATURE		20C. DATE	
	21A. APHIS REPRESENTATIVE NAME <i>DEE DENTON</i>				21B. SIGNATURE <i>Dee Denton</i>		21C. DATE <i>9-3-25</i>	
	21D. APHIS REPRESENTATIVE TELEPHONE NUMBER <i>662-571-1979</i>				21E. STATE OFFICE ADDRESS			

Print NAME →