

WS-ER (6/14)

Agreement No.: 16-7212-2690-RA
WBS Element: AP.RA.RX12.72.0704

COOPERATIVE SERVICE AGREEMENT
between
COLUMBIA COUNTY, BOARD OF COUNTY COMMISSIONERS (CCBCC)
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 cooperate in a County/ Federal beaver and coyote damage control program to provide the necessary technical and operational assistance in identifying and controlling beaver and coyote damage in Columbia County.

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 CCBCC mutually agree:

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

CCBCC: Kevin Kirby
Operations Manager, Columbia County
P.O. Box 969
Lake City, FL 32056

WS: R. Edwin Hartin
USDA, APHIS, WS
2820 E. University Ave.
Gainesville, FL 32641

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 Ron Williams or his designee, the State Director or his designee, and/or those additional persons authorized and approved by Mr. Williams, 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

CCBCC agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with beaver and coyotes. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by CCBCC. CCBCC will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). CCBCC will begin processing for payment invoices submitted by APHIS-WS within 30 days of receipt. The CCBCC 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 CCBCC 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 with a purchase price of \$5,000 or more per unit, purchased directly with funds from the cooperator for use solely on this project shall be subject to disposal according to APHIS policy, and shall be specifically listed in the attached work plan and financial plan. Property title/disposal shall be determined when this project (including all continuations and revisions of this agreement) terminates, or when the equipment is otherwise directed to other projects, whichever comes first. If the equipment is sold prior to the project end, the proceeds should be allocated according to APHIS policy. Continuations and revisions to this agreement shall list any equipment with a purchase price of \$5,000 or more per unit, carried over from a purchase directly with funds from the cooperator for use solely for this project. All other 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.
8. To obtain the appropriate permits for removal activities for beaver and coyotes and list USDA, APHIS, Wildlife Services as subpermitees.
9. To provide an indoor working space to complete necessary paperwork.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at CCBCC as described in the Work and Financial Plans.
2. Designate to CCBCC the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill CCBCC for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and CCBCC shall have the right to inspect and audit such records.
4. To coordinate with CCBCC 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

CCBCC certifies that APHIS WS has advised the CCBCC that there may be private sector service providers available to provide wildlife management services that the CCBCC 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 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 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 CCBCC 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.

CCBCC Taxpayer Identification Number (TIN) 59-6000564

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS:

BY: *Lucky Pharr*

9-3-15
Date

P.O. Box 1529
Lake City, FL 32056-1529

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

BY: *R. Edwin Hartin*

9/14/15
Date

R Edwin Hartin, State Director
USDA, APHIS, WS
2820 East University Avenue
Gainesville, FL 32641

BY: *Amanda N Bennett*

9-15-15
Date

Charles S. Brown
Director, Eastern Region
USDA, APHIS, WS
920 Main Campus Drive; Suite 200
Raleigh, NC 27606

ATTACHMENT A
WORK PLAN
For the
COOPERATIVE SERVICE AGREEMENT
between
COLUMBIA COUNTY, BOARD OF COUNTY COMMISSIONERS (CCBCC)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

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.

Background

Prior to 1900, beaver (*Castor canadensis*) were found throughout the panhandle and south to Seminole county. These animals served as a valuable source of income and food for the early settlers. Eventually, heavy trapping and hunting, combined with the clearing of woodlands for farming, led to the near extinction of beaver in Florida by the 1900's. Over the past 40 years, beaver have made a dramatic comeback in Florida recolonizing most of their historic range. This comeback can be attributed to the drastic decline in beaver pelt prices and the accompanying decrease in trapping. With this rapid expansion of beaver populations came an increase in damage. Flooding from water impounded by beaver dams, girdling of timber, tunneling into pond levees, blocking drainage outlets and inundating access roads are the primary types of beaver damage in Florida. Preferably, beaver damage would be controlled through sport and commercial trapping by licensed trappers at no cost to the state. In an attempt to use that source of manpower, the Florida Fish and Wildlife Conservation Commission (FWC) referred inquiring landowners to available and willing trappers. This has been

unsuccessful due to the low economic incentives for beaver trapping. Some states have tried using the bounty system to control beaver problems without success. The average \$5 bounty was not economically enticing to trappers and an increase in the bounty would create the potential for fraud.

Purpose

Beaver

Beaver damage in 30 Florida counties was investigated by the FWC using a telephone survey of road departments (county and state), foresters, timber companies, and public land managers. All seven Department of Transportation (DOT) maintenance offices in Northern Florida reported beaver problems associated with state highways in their area. Beaver problems with county maintained roads were reported in 26 of the 30 counties. The foresters contacted, indicated there were forestry related beaver problems in 16 of the 29 counties. Several large public land managed areas and 10 of the 13 timber companies were experiencing beaver problems. It is evident from the study that beaver have become a problem primarily in the panhandle and northern counties in Florida. Most problems are the flooding of roads and timber.

Coyote

In Columbia County each year the county extension agent receives numerous calls involving coyote predation on livestock. APHIS WS has a long history of assisting ranchers and landowners with coyote predation on livestock.

Historically, coyotes were most common on the Great Plains of North America. They have since extended their range from Central America to the Arctic, including all of the United States (except Hawaii), Canada, and Mexico. Coyote predation on livestock is generally more severe during early spring and summer than in winter for two reasons. First, sheep, goats and cattle are usually under more intensive management during winter, either in feedlots or in pastures that are close to human activity, thus reducing the opportunity for coyotes to take livestock. Second, predators bear young in the spring and raise them through the summer, a process that demands increased nutritional input, for both the whelping and nursing mother and the growing young. This increased demand corresponds to the time when young sheep, goats or beef calves are on pastures or rangeland and are most vulnerable to attack. Coyote predation also may increase during fall when young coyotes disperse from their home ranges and establish new territories.

Many references indicate that coyotes were originally found in relatively open habitats, particularly the grasslands and sparsely wooded areas of the western United States. Whether or not this was true, coyotes have adapted to and now exist in virtually every type of habitat, arctic to tropic, in North America. Coyotes live in deserts, swamps, tundra, grasslands, brush, dense forests, from below sea level to high mountain ranges, and at all intermediate altitudes. High densities of coyotes also appear in the suburbs of most major cities. They sometimes prey on pets and are a threat to public health and

threatened by the effects of beaver activity. In general, the following priorities will be observed when responding to requests for assistance:

1. County or State highways, roads, and bridges
2. Industrial/corporate landowners
3. Individual landowners
4. Landowner associations
5. Cities or towns
6. Other State lands

Logistical or travel cost considerations may require that some requests be worked out of the above mentioned order.

Request for help on County or State property should be made to the APHIS WS employee in Columbia County. Request for assistance on state highways or bridges should be made through the DOT.

Coyotes

Requests for assistance will be handled on a first-come, first-served basis unless directed otherwise by the county commissioners. Any call where human health or safety is involved will be given priority.

Personnel

Technicians will be hired by, and work directly for, APHIS WS. Technicians will be full-time and/or temporary part-time employees, as determined by the budget. Technicians will work year-round as weather and other conditions allow.

Supervision

Technicians will be supervised out of the Gainesville, WS office. The WS supervisor will be responsible for meeting with county officials as needed, and overseeing general administrative tasks associated with the agreement.

Record Keeping

Technicians will record the number of beaver and coyote caught, the number of dams removed, and other statistics. All record keeping is coordinated by the WS supervisor.

Educational Efforts

Educational efforts will be made to make landowners fully aware of what can and cannot be done to reduce beaver and coyote activity/damage. Landowners will also be encouraged to become involved in determining the best available strategies in dealing with beaver and coyote activity/damage on their property. WS Supervisors and

**ATTACHMENT B
FINANCIAL PLAN
For the
COOPERATIVE SERVICE AGREEMENT
between
COLUMBIA COUNTY, BOARD OF COUNTY COMMISSIONERS (CCBCC)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)**

Personnel Costs	\$46,376
Travel.....	\$ 1,079
Vehicle Usage	\$ 4,082
Supplies & Equipment	<u>\$ 4,303</u>
Subtotal (Direct Costs)	\$55,840
Pooled Job Cost	\$ 6,142
Indirect Costs	<u>\$ 9,018</u>
TOTAL	\$71,000

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **\$71,000**.

Financial Point of Contact

CCBCC: Ben Scott _____
 <Name to call for billing questions> Phone

APHIS, WS: Vielka Dyer (352)377-5556
 Budget Analyst Phone