

WS-ER (11/09)

**Agreement No.:** 13-7212-2690-RA  
**Accounting Code:** AP.RA.RX12.72.0704

RECEIVED  
OCT 22 2012  
Board of County Commissioners  
Columbia County

**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 the Ron 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 coyote. 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 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 subpermittees.
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 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**

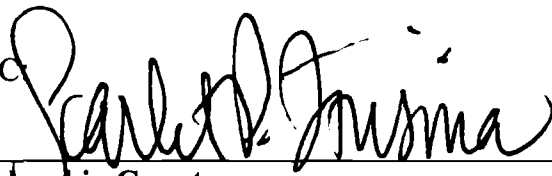
This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the 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

CCBCC

BY:



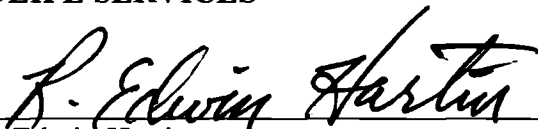
9/20/12

**Columbia County Scarlet Frisina, Chair**  
**Board of County Commissioners**  
P.O. Box 1529  
Lake City, FL 32056-1529

Date

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

BY:



10/15/12

R. Edwin Hartin  
State Director  
USDA Wildlife Services  
2820 East University Ave.  
Gainesville, FL 32641

Date

BY:



10/3/12

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

Date

**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

(FF&WCC) 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.

### Basis for program

#### **Beaver**

Beaver damage in 30 Florida counties was investigated by the FF&WCC 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. The U.S. Department of Agriculture is directed by law 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 activities are conducted in cooperation with other federal, state and local agencies, and private organizations and entities.

#### **Coyote**

In Columbia County each year the county extension agent receives numerous calls involving coyote predation on livestock. USDA Wildlife Services 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 and cows 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 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 safety when they frequent airport runways and residential areas, and act as carriers of rabies.

### Planned Wildlife Services Activities

#### **Beaver**

The agreement for Wildlife Services to conduct beaver control work in Columbia County will be for one year conducted by APHIS, Wildlife Services personnel. A Wildlife Services employee with appropriate training and professional experience to conduct beaver control activities will be assigned to this project.

Wildlife Services will use recommended beaver damage management techniques and equipment to alleviating the damage. Traps will be checked at least every 24 hours. Beaver dams will be removed by qualified personnel as required using mechanical means.

Beaver will be the target species of the management program. Trapping techniques are designed through selective sets to minimize the number of non-target species caught, specifically otter (*Lutra canadensis*). Any non-targeted animal trapped will be released if the animal is not damaged.

Beaver carcasses will be disposed of on-site or made available for landowner use. Some may be kept for future research or study needs by interested agencies such as FF&WCC, University of Florida, or the Florida State Museum of Natural History.

#### **Coyote**

The agreement for Wildlife Services to conduct coyote control work in Columbia County will be for one year conducted by APHIS, Wildlife Services personnel. A Wildlife Services employee with appropriate training and professional experience to conduct coyote control activities will be assigned to this project.

Wildlife Services will use recommended coyote damage management techniques and equipment to alleviating the damage. Traps will be checked at least every 24 hours.

Usually, the primary concern regarding coyotes is predation on livestock. Livestock predation will be the main focus of WS coyote control efforts in Columbia County. Other calls will be dealt with on an as needed basis as directed by the County Commissioners.



## Request for Assistance

### **Beaver**

As a general rule, requests for assistance will be handled on a first-come, first-served basis. Efforts will be directed toward those areas with the most beaver damage and complaints as estimated and documented by WS. County and state requests for assistance will be given first priority when the integrity of a road, highway, or bridge is 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

Logistic or travel cost considerations may require that some requests be worked out of order.

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

### **Coyote**

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, 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 conditions allow.

## Supervision

Technicians will be supervised out of the Bristol, 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 Technicians will also work with the county and municipal governments so that public officials and landowners will be better able to understand and use beaver and coyote biology to help solve their problems.

### Summary

This program is designed to assist landowners, road departments, and private industry with beaver and coyote damage in Columbia County. The intent of the program is to reduce beaver and coyote damage not population control. The program will be structured to be flexible, fair, and most importantly, feasible. Key to the success of the program will be participation of the county and landowners.

### Effective Dates

The cooperative service agreement shall become effective on 10/1/2012, and shall expire on 9/30/2013.

**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 .....     | \$41,593     |
| Travel & Training.....    | \$1,230      |
| *Mileage.....             | \$11,000     |
| Equipment & Supplies..... | \$3,000      |
| Program Support .....     | \$9,177      |
| <br>TOTAL .....           | <br>\$66,000 |

\* Vehicle Mileage will be charged at the Standard IRS Allowable Mileage Rate. This rate may fluctuate throughout the year. The \$11,000 is based on 20,000 miles at the current rate of \$.555 per mile.

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **\$66,000**.

Financial Point of Contact

|                                    |                     |
|------------------------------------|---------------------|
| CCBCC: <u>Ben Scott</u>            | <u>386-758-1042</u> |
| Name to call for billing questions | Phone               |

|                               |                     |
|-------------------------------|---------------------|
| APHIS, WS: <u>Vielka Dyer</u> | <u>352-377-5556</u> |
|                               | Phone               |