

COOPERATIVE SERVICE AGREEMENT
between
City of Augusta
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this Cooperative Service Agreement is to cooperate in the implementation of a beaver management plan to control and reduce damage created by beaver activity at sites identified by the City of Augusta in Richmond County, Georgia. In addition to the beaver management program, other wildlife problems that may exist can be addressed to help resolve conflicts.

ARTICLE 2 – AUTHORITY

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 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services 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.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.

4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following: Charlie Gay as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;

City of Augusta
Charlie Gay
2316 Tobacco Rd.
Augusta, GA 30815
706-799-3124
CGay@augustaga.gov

2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. 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.
7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

Odin Stephens,
Georgia State Director
USDA, APHIS, WS
200 Phoenix Road
Athens, Georgia 30605
706-546-5637
odin.l.stephens@usda.gov

2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That 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.
4. To invoice Cooperator quarterly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

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 – NON-EXCLUSIVE SERVICE CLAUSE

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 8 – CONGRESSIONAL RESTRICTIONS

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 – LAWS AND REGULATIONS

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.

ARTICLE 10 – LIABILITY

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 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on July 1, 2024 and shall continue through August 31, 2025. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. 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 Cooperator 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.

Cooperator's Tax ID No.: 58-2204274
APHIS-WS's Tax ID: 41-0696271

City of Augusta

BY: _____ Date _____
Charlie Gay
City of Augusta
2316 Tobacco Rd.
Augusta, GA 30815

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

BY: _____ Date _____
Mr. Odin Stephens, Georgia State Director
USDA, APHIS, WS
200 Phoenix Road
Athens, Georgia 30605

BY: _____ Date _____
Mr. Keith Wehner
Director, Eastern Region
USDA, APHIS, WS
920 Main Campus Drive; Suite 200
Raleigh, NC 27606

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 APHIS WS is the Act of March 2, 1931 (46 Stat. 1468; 7 USCA 8351-7 USCA 8352) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 USCA 8353). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The APHIS 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. 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 euthanized or that the populations of the offending species be reduced.

Purpose / Basis for Program

Beaver and their associated damage have been reported to cause an estimated damage of \$200 million in the southern United States on an annual basis. Although accurate estimates are difficult to obtain in Georgia, the losses can probably be measured in the millions. Much of this damage is associated with impacting stream flow with the building of dams and plugging culverts that prevent the natural flow of water. Flood induced damage by these beaver dams is responsible for killing valuable standing timber, flooding roads and property, and weakening the road base of many of our roadways in Georgia.

The objective of this plan is to implement a beaver management program across property owned and administrated by the City of Augusta to reduce beaver damage and associated repair/maintenance costs to the city. WS will work to alleviate flooding of many residential lots, common properties, and will clear dams from stormwater resources held by Augusta in the attempt to accomplish long term economic savings for the city. Properties adjoining city property will also benefit from this work and permission to access other properties to accomplish our goal may be requested.

Planned WS Activities

Wildlife Services plans to continue the management of beavers and associated across Richmond county to decrease the frequency of beaver related flooding on city and adjoining properties. The management plan for the next year will include the continued removal of beavers as they are and will continually try and repopulate the area. A variety of control techniques may be used including trapping, shooting and dam removal through the use of hand tools and explosives. These techniques have been proven to be legal, safe, selective, and pose no secondary toxicity hazards to humans or other animals. WS will continue to evaluate areas managed to increase water flow and adjust strategies accordingly. Long-term control will require an ongoing, though less intense, program of monitoring, population management, dam removal, and cooperation from adjoining landowners.

Reports

Briefing meetings will be held as needed or as requested by either party. If requested, a brief, final report will be prepared at the conclusion of the project.

Effective Dates

The Agreement shall become effective July 1, 2024 and shall expire on August 31, 2025.

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$48,630.29
Travel		\$0.00
Vehicles		\$12,000.00
Other Services		\$0.00
Supplies and Materials		\$1,287.50
Equipment		\$1,000.00
Subtotal (Direct Charges)		\$62,917.79
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	\$ 6,920.97
Indirect Costs	16.15%	\$10,161.24
Aviation Flat Rate Collection		
Agreement Total		\$80,000.00
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$80,000.00		

Financial Point of Contact

COOPERATOR:

Charlie Gay
City of Augusta

706-799-3124

CGay@augustaga.gov

USDA APHIS WS:

Vera Ozmore
Budget Analyst
USDA APHIS WS

706-546-5637

Vera.Ozmore@usda.gov