

CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Soil and Water Conservation District

Department contract file name (use effective date): USDA\_SWCD\_20240701

Project Code: Click here to enter text.

Contract type: Agreement

Contracted Services/Goods: Beaver Management Assistance Program

Contract Component: Master

Change Order Number/Addendum Number: Click here to enter text.

Vendor Name: 1412-USDA

Effective Date: 7/1/2024

Approved by: County Manager

Date approved by the BOC: Click here to enter text.

Ending Date: Click here to enter a date.

Total Amount: \$6,000

Please Return Contract to:

Name: Susannah Goldston

Email: susannah.goldston@chathamcountync.gov

Special Instructions for Clerks

Office: Roy needs to stamp

2. Department Head or his/her designee has read the contract in its entirety.

By: [Signature] (Department Head signature required)

3. County Attorney has reviewed and approved the contract

County Attorney has reviewed and rejects the contract  Reason: \_\_\_\_\_

This is an automatic renewal and does not require approval from the County Attorney: Yes  No



If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes  No

5. Vendor has signed the contract. Yes  No

(follows our signature)

6. A budget amendment is necessary before approval. Yes  No

If budget amendment is necessary, please attach to this form.

7. Approval

Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.

Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

Clerk's Office Only

Finance Officer has signed the contract

The Finance Officer is not required to sign the contract





United States  
Department of  
Agriculture

Animal and Plant  
Health Inspection  
Service

Wildlife Services

North Carolina State  
Office  
6213-E Angus Dr.  
Raleigh, NC 27617

June 4, 2024

County of Chatham

RE: BMAP Participation Fees

Dear Mr. /Ms.: LaMontagne

We received your Notice of Intent to participate in the Beaver Management Assistance Program (BMAP). We sincerely appreciate your business.

To provide clear communication and transparency between the County and USDA, there is an administrative mandate by USDA to enter into a Cooperative Service Agreement (CSA), which will show how the funds are being used towards BMAP services from July 1, 2024 through June 30, 2025.

Please return the signed CSA enclosed with a check for \$6000 made to U.S.D.A. by August 1, 2024 to the following mailing address:

USDA Wildlife Services, PO Box 80395, Raleigh, NC 27623-0395

If you wish to discuss alternative payment methods (i.e. credit card, ACH), please contact Catherine Saunders at (919) 326-6917. An invoice has been provided to accommodate your billing process needs.

If you have any questions about this CSA, please feel free to contact me at (919) 326-6924 or email at [steven.h.smith@usda.gov](mailto:steven.h.smith@usda.gov).

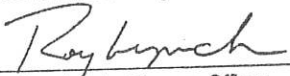
Sincerely,

Steven H Smith  
State Director

(Enclosures 2)



This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

  
Roy Lynch, Finance Officer

**COOPERATIVE SERVICE AGREEMENT**

between  
COUNTY OF CHATHAM

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 [billing option; choose one only: In advance  to "USDA, APHIS" in the amount of \$ 6,000.00 .
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 07/01/24, and shall continue until 06/30/25. 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. (OTCS N/A): 56-6000284  
APHIS-WS's Tax ID: 41-0696271

Cooperator: Chatham County - Dan LaMontagne  
12 East St.  
Pittsboro, NC 29312

**USDA APHIS WS**  
PO Box 80395  
Raleigh, NC 27623-0395

Cooperator's Signature

Date

Steven H Smith, State Director

Date

6/21/2024



**WORK PLAN**

Wildlife Species: Beaver

Description of Damage: The Cooperator has requested that APHIS WS reduce or eliminate property damage and/or threats to human health and safety caused by beaver and their activities as part of NC Beaver Management Assistance Program (BMAP).

Location: Projects assigned by the County within the County.

Services Provided: Techniques which may be used to address beaver damage include lethal removal of beaver using traps, snares, and shooting. Non-lethal techniques such as installation of exclusion devices to prevent the beaver from gaining access to resources may also be used. To alleviate flooding, beaver dams may be removed using hand tools or explosives and/or water control devices such as Clemson Beaver Pond Leveler may be installed. Incidental takes of muskrat and nutria caught under a beaver agreement will be counted as target species. The Cooperator acknowledges that he/she has been informed of and clearly understands the methods and manner in which the management materials and devices will be used and of the possible hazards associated with their use.

**FINANCIAL PLAN**

Cost Element		Full Cost
Personnel Compensation		\$ 3,990.00
Travel		\$ 0.00
Vehicle Usage		\$ 300.00
Supplies and Equipment		\$ 429.00
Subtotal (Direct Charges)		\$ 4,719.00
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	\$ 519.00
Indirect Costs	16.15%	\$ 762.00
Agreement Total		\$ 6,000.00
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$ 6,000.00 .		

Financial Point of Contact (for billing questions and invoicing):

<u>Cooperator Name, Address, Phone Number, Email</u>	USDA APHIS WS
Chatham County	Attn: Catherine Saunders
Attn: Dan LaMontagne	PO Box 80395
12 East St.	Raleigh, NC 27623-0395
Pittsboro, NC 29312	(919) 326-6917
dan.lamontagne@chathamcountync.gov	catherine.d.saunders@usda.gov

Rural                       Urban > 50,000

