

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/30/2021

Contract/Lease Control #: C22-3136-PW

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2021

Expiration Date: 09/30/2022

Description of: WILDLIFE DAMAGE MANAGEMENT

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD Tracking Number: 444522
Procurement/Contractor/Lessee Name: US Dept of Agriculture (APHIS) Grant Funded: YES ___ NO X
Purpose: wildlife damage mgmnt - beaver removal services
Date/Term: 9-30-2022
Department #: _____
Account #: _____
Amount: \$14,430.33
Department: PW Dept. Monitor Name: Auly

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
White Moon Date: _____
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: NO federal bids Grant Name: _____
Date: _____
Grants Coordinator _____

Risk Management Review

Approved as written: see email attached Date: 11-2-21
Risk Manager or designee Lisa Price

County Attorney Review

Approved as written: see email attached Date: 10-29-21
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Lynn Hoshihara
Sent: Friday, October 29, 2021 1:10 PM
To: Jeffrey Hyde; Kerry Parsons
Cc: DeRita Mason; Roy Petrey
Subject: Re: [External Email]Beaver Woes in Okaloosa County

Please change "Okaloosa County - Public Works Department" to "Okaloosa County" throughout the agreement. With that change, this is approved as to legal sufficiency.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Jeffrey Hyde
Sent: Friday, October 29, 2021 9:05:58 AM
To: Lynn Hoshihara; Kerry Parsons
Cc: DeRita Mason; Roy Petrey
Subject: FW: [External Email]Beaver Woes in Okaloosa County

Please review the attached agreement for legal sufficiency.
For beaver removal in Blue Water Bay.
Contact Roy Petrey with any detail/project questions
Thanks
Jeff

From: Hinnah, Richard C - APHIS <richard.c.hinnah@usda.gov>
Sent: Friday, October 29, 2021 8:01 AM
To: Roy Petrey <rpetrey@myokaloosa.com>
Cc: Jason Autrey <jautrey@myokaloosa.com>; Jeffrey Hyde <jhyde@myokaloosa.com>
Subject: RE: [External Email]Beaver Woes in Okaloosa County

Jeff and Roy,

Attached is a draft Cooperative Service Agreement (CSA) for you to review and forward to whoever needs to see it. I am guessing it will need to go before the county commissioners? There are some highlighted areas where I need some specific info to fill in. Just let me know what it is and I can insert it. As you are reviewing it, please let me know what questions you have and I can explain.

v/r

Richard

Richard C. Hinnah, CWB
North FL District Supervisor

DeRita Mason

From: Karen Donaldson
Sent: Monday, November 1, 2021 10:21 AM
To: DeRita Mason
Subject: RE: [External Email]Beaver Woes in Okaloosa County

This is approved by risk management. There is no insurance element. Since the US Dept of Agriculture (APHIS) will be performing the work and they will be in possession of the waivers from the Homeowners, I see no reason to duplicate this effort by requiring waivers from the property owners. We should as a best practice ask the APHIS for a copy of their waivers.

Thank you

From: DeRita Mason
Sent: Friday, October 29, 2021 1:51 PM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Cc: Jeffrey Hyde <jhyde@myokaloosa.com>; Roy Petrey <rpetrey@myokaloosa.com>
Subject: FW: [External Email]Beaver Woes in Okaloosa County

Karen,
Can you please review this? A little history, this is in Bluewater Bay and it is touching private property. Are there any other insurance we need or do we need any waivers from property owners.

Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGF-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

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COOPERATIVE SERVICE AGREEMENT
between
OKALOOSA COUNTY (OC)
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 a wildlife damage management project, to reduce damage associated with beaver, as described in the attached Work Plan.

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 as the OC authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;

Roy Petrey
Project Manager / Design Engineer
Okaloosa County Public Works
1759 South Ferdon Blvd.
Crestview, FL 32536
(850) 423-4854
rpetrey@myokaloosa.com

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.

Parker Hall, FL State Director
2820 East University Avenue
Gainesville, FL 32641
(352) 448-2135
parker.hall@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 December 01, 2021 and shall continue through September 30, 2022 not to exceed five years. 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 60 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.: 59-6000765
APHIS-WS's Tax ID: 41-0696271

OKALOOSA COUNTY:

Jeffrey A
Hyde

Digitally signed by Jeffrey A
Hyde
Date: 2021.11.03 07:35:15
-05'00'

Jeffery A. Hyde, Purchasing Manager
Okaloosa County Purchasing

Date

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

PARKER HALL

Digitally signed by PARKER HALL
Date: 2021.11.04 12:08:33 -04'00'

Parker Hall, FL State Director
USDA, APHIS, WS
2820 East University Avenue
Gainesville, FL 32641

Date

WORK PLAN
between
OKALOOSA COUNTY (OC)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)
FY22

In accordance with the Cooperative Service Agreement between OC and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

Program Objective

The purpose of this agreement is to cooperate in a wildlife damage management program to reduce the threat to human health & safety and property damage associated with beaver.

Plan of Action

Wildlife Services personnel with appropriate professional experience to conduct beaver control activities will be assigned to this project. WS personnel will use recommended beaver damage management techniques and equipment to alleviate the damage. WS personnel will use a variety of techniques to remove beaver including, but not necessarily limited to, conibear traps, foot hold traps, snares, and shooting. Traps will be checked at least every 24 hours. The main focus of the project is to remove beavers, that are obstructing the natural flow of water, from the areas of concern identified by OC. As appropriate dams will be breached to allow water levels to fall.

FINANCIAL PLAN
between
OKALOOSA COUNTY (OC)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)
FY22

| Cost Element | | Full Cost |
|--|--------|-------------|
| Personnel Compensation | | \$6,705.63 |
| | | |
| Supplies and Materials | | \$1000.00 |
| | | |
| Travel | | 3,645.00 |
| | | |
| Subtotal (Direct Charges) | | \$11,350.63 |
| | | |
| Pooled Job Costs | 11.00% | \$1,248.57 |
| Indirect Costs | 16.15% | \$1,833.13 |
| | | |
| | | |
| Agreement Total | | \$14,432.33 |
| The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$14,432.33 | | |

Cooperator Name, Address, Phone Number, Email

Zan Fedorak
1759 S. Ferdon Blvd.
Crestview, FL 32536
(850) 423-4897
zfedorak@myokaloosa.com

APHIS-WS State Office Name, Address, Phone Number, Email

Vielka Dyer, Budget Analyst
2820 East University Avenue
Gainesville, FL 32641
(352) 448-2137
vielka.g.dyer@usda.gov