

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: March 6, 2023

SUBJECT: Beaver Management Assistance Program

PRESENTER: Christopher Todd, Business and Community Development Director

ATTACHMENTS: Yes

1. Budget Amendment
2. Additional Funding Request Letter

SUMMARY OF REQUEST:

Henderson County is currently enrolled in a partnership with USDA to remove nuisance beavers damaging our waterways. The County has exceeded our allotted site visits and are currently at 67 with five (5) requests pending. To continue the program for the remainder of the fiscal year, USDA has requested an additional \$5,000.

Participating counties receive BMAP services based on the overall amount of funding the program receives that fiscal year, (which impacts the number of wildlife specialists that can be funded), and the total number of participating counties. The participation fee a county contributes allows landholders in that county to receive beaver and dam removal services at the reduced BMAP cost-share rate, as well as free technical assistance (guidance) from wildlife specialists. Services are provided on both public (NCDOT-owned) and private (non-NCDOT) lands in the county. Wildlife specialists typically make 80-112 site visits (42-55 non-NCDOT and 38-57 NCDOT) to each participating county in a year.

BOARD ACTION REQUESTED:

The Board is requested to approve the attached Budget Amendment appropriating \$5,000 from Fund Balance to continue the BMAP program through June 30, 2023.

Suggested Motion:

I move the Board authorize Staff to execute the Cooperative Service Agreement with the USDA, and approve the attached Budget Amendment appropriating \$5,000 from Fund Balance to continue the BMAP program through June 30, 2023.

**LINE-ITEM TRANSFER REQUEST
HENDERSON COUNTY**



Department: Governing Body

Please make the following line-item transfers:

What expense line-item is to be increased?

Account	Line-Item Description	Amount
<u>115401-538100</u>	<u>Professional Services</u>	<u>\$5,000</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

What expense line-item is to be decreased? Or what additional revenue is now expected?

Account	Line-Item Description	Amount
<u>114990-401000</u>	<u>Fund Balance Appropriated</u>	<u>\$5,000</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Justification *Please provide a brief justification for this line-item transfer request.*
 Appropriates additional funding for Henderson County to remain in the Beaver Management Assistance Program through June 30, 2023. Approved by the Board March 6, 2023.

<u>Budget</u>	<u>3/6/2023</u>
Authorized by Department Head	Date
<u> </u>	<u> </u>
Authorized by Budget Office	Date
<u> </u>	<u> </u>
Authorized by County Manager	Date

For Budget Use Only

Batch #

BA #

Batch Date

WS Agreement Number: _____ -RA

WBS: _____

Cooperator PO, if applicable: _____

COOPERATIVE SERVICE AGREEMENT
between

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: _____] to "USDA, APHIS" in the amount of \$ _____.
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 _____, and shall continue until _____. 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): _____

APHIS-WS's Tax ID: 41-0696271

Cooperator:

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

Cooperator's Signature

Date

Steven H Smith, State Director

Date

WS Agreement Number: _____-RA

WBS: _____

Cooperator PO, if applicable: _____

WORK PLAN

Wildlife Species:

Description of Damage:

Location:

Services Provided [*include disposition information as needed*]:

FINANCIAL PLAN

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

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

Cooperator Name, Address, Phone Number, Email

USDA APHIS WS

Attn: Catherine Saunders

PO Box 80395

Raleigh, NC 27623-0395

(919) 326-6917

catherine.d.saunders@usda.gov

Rural

Urban > 50,000

Employee: