

COOPERATIVE SERVICE AGREEMENT
between
CHARLOTTE COUNTY, FL (COUNTY) (COOPERATOR)
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 assist Charlotte County, Florida in reducing damage caused by nest predators for sea turtles and shorebirds to county owned conservation and park lands as well stakeholders properties nearby.

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 authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.
County Contact

Tina Powell
Park and Natural Resources Manager
Park and Natural Resources Division
Centennial Park
1120 Centennial Blvd
Port Charlotte, FL 33953
Phone: 941-613-3224
tina.powell@charlottecountyfl.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.

8. The Cooperator will not be connected to the USDA APHIS computer network(s).

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 T. Hall, State Director
USDA, APHIS, WS
2820 East University Ave
Gainesville, FL 32641
352-377-5556
Parker.t.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 October 1, 2025 and shall continue through September 30, 2026, 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.: 59-6000541

APHIS-WS's Tax ID: 41-0696271

CHARLOTTE COUNTY, FL:

ATTEST:

Roger D. Eaton, Clerk of Circuit
Court and Ex-officio Clerk to the
Board of County Commissioners

By: _____
Deputy Clerk

**BOARD OF COUNTY
COMMISSIONERS OF CHARLOTTE
COUNTY, FLORIDA**

By: _____
Joseph M. Tiseo, Chairman

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Janette S. Knowlton, County Attorney
LR 25-0963 

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

BY: _____ Date _____
Parker T. Hall, State Director
USDA, APHIS, WS
2820 East University Ave.
Gainesville, FL 32641

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

WORK PLAN

Cooperator: Charlotte County

Contact: Tina Powell

Location: Charlotte County, Florida

Dates: October 1, 2025 to September 30, 2026

In accordance with the Cooperative Service Agreement between Charlotte County 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 Cooperative Service Agreement is to assist Charlotte County, Florida in to reduce damage to threatened and endangered sea turtle nests and least tern nests caused by mammalian nest predators on Don Pedro Island State Park and Stump Pass Beach State Park. These state parks are some of the only natural areas left for sea turtles and least terns to nest in a suburban area.

Plan of Action

USDA APHIS Wildlife Services will provide a Wildlife Specialist that has appropriate training and professional expertise to conduct nest predator removal activities for Charlotte County. The primary tools and techniques the Wildlife Specialist will use are cage traps, foothold traps, snares, and shooting. The wildlife specialist will survey the area upon start to determine which tools and techniques will be appropriate. If foothold traps are utilized WS will not be able to start until a steel trap permit is issued from the Florida Fish and Wildlife Conservation Commission. WS will be available to offer technical advice and possibly perform direct control with other wildlife species that may be causing problems or concerns on Charlotte County properties. If the county requests WS to assist with other wildlife species that cause damage, then other trap designs and control methods will be discussed with the county. Controlling different wildlife species requires different trap designs and control methods.

The properties that will be the focus of this work will be Don Pedro State Park, Palm Island Mitigation Area, Thorton Key, key behind Stump Pass State Park, Stump Pass State Park, Englewood Beach, and any other beach/near-beach properties that Charlotte County identifies as important for protection.

WS will provide a short monthly report to county personnel and any partnering agencies requiring work on: activities conducted during the previous quarter, recommendations concerning predator damage, and to note wildlife trends observed from removal efforts over time. Along with the quarterly report an excel data sheet will be submitted quarterly to show GPS location of predator removal, removal method, sex, and weight class.

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$43,593.20
Travel		\$1,504.00
Vehicles		\$6,855.89
Other Services		\$100.00
Supplies and Materials		\$2,000.00
Equipment		\$1,000.00
Subtotal (Direct Charges)		\$55,053.09
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	\$6,055.84
Indirect Costs	16.15%	\$8,891.07
Aviation Flat Rate Collection		-
Agreement Total		\$70,000.00
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$70,000.00		

Financial Point of Contact/Billing Address:

Cooperator:

Kimberly A. Corbett
 18500 Murdock Circle
 Port Charlotte, FL
Kim.Corbett@charlottecountyfl.gov
 941.743.1372

APHIS-WS State Office

Vielka Dyer
 2820 E. University Ave
 Gainesville, FL 32641
vielka.g.dyer@usda.gov
 352.448.2137