

**Minutes of  
Clay County Board of Supervisors  
Regular Meeting  
Tuesday, August 25, 2020 at 9:00 a.m.**

**BE IT REMEMBERED** a regular meeting of the Clay County Board of Supervisors was held at the Clay County Courthouse, West Point, Mississippi, on Tuesday, August 25, 2020.

**PRESENT:**

Luke Lummus, Supervisor District 2, Presiding  
Lynn D. Horton, Supervisor District 1  
R.B. Davis, Supervisor District 3  
Shelton Deanes, Supervisor District 4  
Joe Chandler, Supervisor District 5

Eddie Scott, Clay County Sheriff  
Amy G. Berry, Clay County Chancery Clerk  
Angela Turner Ford, Board Attorney

County Residents

The following proceedings were had:

**CALL TO ORDER/INVOCATION**

The meeting was called to order by Clay County Sheriff Eddie Scott. The welcome was given by Supervisor Lummus with invocation given by Supervisor Lynn Horton.

**ADOPTION OF AGENDA**

Supervisor Horton moved to adopt the agenda as presented.

The motion was seconded by Supervisor Chandler.

(Exhibit "A")

**AMENDMENT OF AGENDA**

Supervisor Deanes moved to amend the agenda as presented.

The motion was seconded by Supervisor Horton.

There were no amendments to be added to the agenda for further consideration and discussion by the Board.

AUTHORIZING AND APPROVING TO PARTICIPATE IN THE BEAVER CONTROL ASSISTANCE PROGRAM THROUGH THE UNITED STATES DEVELOPMENT AUTHORITY

Supervisor Davis moved to authorize and approve to participate in the Beaver Control Assistance Program (BCAP) through the United States Development Authority (USDA) for year ending 09/30/2021 at a cost of \$7,500 and for the Clerk to submit reimbursement for one-half (1/2) of the cost from the Tombigbee River Valley Water Management Authority (TRVWMD) to be divided by all five districts in equal parts.

The motion was seconded by Supervisor Horton.

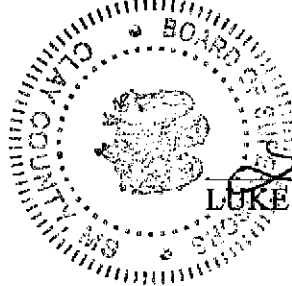
(Exhibit "B")

RECESSING

Supervisor Davis moved to recess until Wednesday, August 26, 2020, at 9:00 a.m., at the Clay County Courthouse.

The motion was seconded by Supervisor Chandler.

SO ORDERED, this the 25<sup>th</sup> day of August, 2020



Luke Lummus  
LUKE LUMMUS, PRESIDENT

ATTEST:

Amy G. Berry  
AMY G. BERRY, CHANCERY CLERK  
CLERK OF THE BOARD

# EXHIBIT A



*Clay County Board of Supervisors  
Agenda for Meeting  
Tuesday, August 25, 2020, at 9:00 a.m.*

- Call to Order
- Welcome and Prayer
- Adopt and Amend the Agenda
- Authorize and approve to participate in the USDA Beaver Program FY 2021
- Budget Work Session
- Recess until \_\_\_\_\_, August \_\_\_\_, 2020, at 9:00 a.m.

**Amendments:**

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# EXHIBIT B

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United States  
Department of  
Agriculture

August 21, 2020

Animal and  
Plant Health  
Inspection  
Service

To Whom It May Concern:

Wildlife Services

P O Drawer FW  
Mississippi State,  
MS 39762

I have enclosed the Cooperative Service Agreement for your County Office to complete so that Clay County will be included in the 2021 Beaver Control Assistance Program (BCAP).

Phone:  
662-325-3014  
Fax:  
662-325-3690

Please fill out the highlighted areas on the Cooperative Service Agreement and return to the Mississippi State Office as soon as possible.

I have also included an invoice for payment in the amount of \$7,500.00 for the enrollment fee. Please send your payment to the Mississippi State Office by October 31, 2020.

USDA APHIS Wildlife Services  
PO Drawer FW  
Mississippi State, MS 39762

Feel free to contact me with any questions or concerns at (662) 325-3014.

Thank you,

Brenda Clayton  
Program Support Assistant

enclosures



*Safeguarding American Agriculture*

APHIS is an agency of USDA's Marketing and Regulatory Programs  
An Equal Opportunity Provider and Employer

**COOPERATIVE SERVICE AGREEMENT**  
 between  
**Clay County**  
 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 at the time of service to "USDA, APHIS" in the amount of \$ 7,500.00.
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 October 1, 2020, and shall continue until September 30, 2021. 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.: 04-6000252

APHIS-WS's Tax ID: 41-0696271

Cooperator Name/signer, Address	APHIS-WS State Office/signer, Address
Clay Co MS	USDA-APHIS-Wildlife Services
PO Box 100	P.O. Drawer FW
West Point MS 39773	Mississippi State, MS 39762
Cooperator's Signature: <i>[Signature]</i> Date: _____	APHIS-WS State Director's Signature: _____ Date: _____

**WORK PLAN**

Wildlife Species: Beaver, Muskrat, Nutria

Location: Clay County, MS

Services Provided: BCAP Enrollment fee \*\*Effective Date October 1, 2020 to September 30, 2021\*\*

WS will provide animal damage management for the named county to reduce damage by beaver, muskrat, nutria to the lowest level possible as long as funds are available\*. Target animals will be removed with Conibear body grip traps, snares, leg-hold traps, and shooting. Beaver dams will be removed by hand, or explosives utilized by WS, or backhoe when assisted by the county road department.

**FINANCIAL PLAN**

Cost Element		Full Cost
Personnel Compensation		\$4,856.00
Travel		
Vehicles		
Other Services		
Supplies and Materials		\$1,601.00
Equipment		
Subtotal (Direct Charges)		\$6,457.00
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	
Indirect Costs	16.15%	\$1,043.00
Aviation Flat Rate Collection		
Agreement Total		\$7,500.00
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: <b>\$7,500.00</b> *Services will be provided as long as funds are available. When current funds have been exhausted services will cease unless further funds are provided.		

Financial Point of Contact/Billing Address:

Cooperator Name, Address, Phone Number, Email	APHIS-WS State Office Name, Address, Phone Number, Email
Clay County, MS	USDA APHIS Wildlife Services
P.O. Box 815	Brenda Clayton
West Point, MS	PO Drawer FW
39773	Mississippi State, MS 39762
	662-325-3014
(662) 494-3124	brenda.clayton@usda.gov





United States  
Department of  
Agriculture

Animal and  
Plant Health  
Inspection  
Service

Wildlife  
Services

MISSISSIPPI

## BILL FOR COLLECTION

### COOPERATOR

Clay County  
Amy Berry  
PO Box 815  
West Point, MS 39773

Telephone: 662-494-3124

Bill Number	BD 7228-20-428

Billing Date	8/21/2020
Payment Due	10/31/2020

**DETAIL**

**DESCRIPTION**

**AMOUNT**

<b>ENROLLMENT FEE FOR BEAVER CONTROL ASSISTANCE PROGRAM FY 2021</b>	<b>\$7,500.00</b>
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<b>TOTAL DUE:</b>	<b>\$7,500.00</b>
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**PLEASE INCLUDE A COPY OF  
THIS BILL WITH YOUR  
PAYMENT**

### ACCOUNT SUMMARY

For Internal use only

<b>Total</b>	<b>\$7,500.00</b>
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### NEW INFORMATION ABOUT HOW TO PAY

Please remit payment within 30 days to: USDA, APHIS  
PO Drawer FW  
Mississippi State, MS 39762

**PAYMENTS MUST INCLUDE A COPY OF THIS BILL**

Make checks payable to: **USDA-APHIS**

Please write your bill number on your check

For questions concerning this bill, please contact:  
Brenda Clayton 662-325-3014

In accordance with the Debt Collection Improvement Act of 1996, invoices issued by USDA-APHIS are due and payable within 30 days. Payments not received by the due date are subject to late payment charges assessed at the rate established by the Dept. of Treasury (31 USC 3717).

Please be sure to mail your check to the following address:

**USDA APHIS WILDLIFE SERVICES  
P O DRAWER FW  
MISSISSIPPI STATE, MS 39762**

Cooperator Copy       Remittance Copy       State Office Copy/Fax ART