

COOPERATIVE SERVICE AGREEMENTBetween
City of Foley
and the**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 Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 USCA 8351-7 USCA 8352) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 USCA 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 City of Foley agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. City of Foley will provide the U.S. Department of Agriculture the sum of \$3,000.00 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. City of Foley ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS WS will be used for wildlife damage management activities.
5. 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.
6. City of Foley certifies that APHIS WS has advised City of Foley that there may be private sector service providers available to provide wildlife management services that City of Foley is seeking from APHIS WS.
7. 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.

ARTICLE 4

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 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective 10/30/2018 and shall continue in effect until the completion/termination of the project or until 10/29/2019. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event Cooperator does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: 63-6001263

Chad Christian
City of Foley Engineering Department
200 N. Alston Street
Foley, AL 36536

Ken Gruver
USDA-APHIS-Wildlife Services
602 Duncan Drive
Auburn University, AL 36849


Cooperator's Signature

10/23/18
Date

State Director

Date

WORK PLAN

Wildlife Species: Beaver

Description of Damage: Property Flooding

Location: City of Foley

Services Provided: Trap and Remove

FINANCIAL PLAN

For the disbursement of funds from

Cooperator

to

USDA APHIS Wildlife Services

from

10/30/2018

to

10/29/2019

Cost Element		Full Cost
Personnel Compensation	\$	2,000.00
Travel	\$	-
Vehicles	\$	300.00
Equipment	\$	59.41

Subtotal (Direct Charges)	\$	2,359.41
Pooled Job Costs	11.00%	\$ 259.54
Indirect Costs	16.15%	\$ 381.05
Agreement Total	\$	3,000.00

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed:

\$ 3,000.00

Financial Point of Contact

Cooperator: Chad Christian

251-970-1104
Phone

APHIS, WS: Kenneth Gruver

334-844-8078
Phone