

COOPERATIVE SERVICE AGREEMENT
Between
CITY OF FRANKLIN
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 the City of Franklin agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. The City of Franklin will provide the U.S. Department of Agriculture the sum of \$4500.00 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. The City of Franklin 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. The City of Franklin certifies that APHIS WS has advised them that there may be private sector service providers available to provide wildlife management services that they are 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 June 1, 2019, and shall continue in effect until May 31, 2020. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the City of Franklin does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

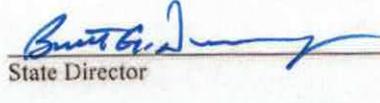
Tax Identification Number: 626000290

City of Franklin
411 Century Court
P.O. Box 305
Franklin, TN 37065

USDA-APHIS-Wildlife Services
537 Myatt Drive
Madison, TN 37115


Cooperator's Signature

5/30/19
Date


State Director

5/31/2019
Date

WORK PLAN

Wildlife Species: Black Vultures, Turkey Vultures

Description of Damage: Scattering trash, Droppings

Location: 411 Century Court Franklin, TN 37065

Services Provided: WS will use trapping and harassment techniques to reduce the local population of vultures causing issues at the City of Franklin transfer station site. Service period shall be June 1, 2019 through May 31, 2020.

FINANCIAL PLAN

Personnel Costs	\$1864.30
Vehicle Fuel	\$1860.00
Supplies	\$50.00
Equipment	\$100.00
Subtotal (Direct Costs)	\$3874.30
Indirect Costs (16.15%).....	\$625.70
TOTAL	\$4500.00

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$4500.00.

Financial Point of Contact

City of Franklin: Kris Phillips 615-794-1516
Name to call for billing questions Phone

APHIS, WS: Chris Poteete 615-736-5506
Budget Personnel Name Phone

