

COOPERATIVE SERVICE AGREEMENT
between
MARSHALL COUNTY ROAD DEPARTMENT
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 **\$1800.00**.
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 **April 1, 2024**, and shall continue until **March 31, 2025**. 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:

APHIS-WS's Tax ID: 41-0696271

Cooperator

Roy Wadkins, Road Superintendent
Marshall County Road Department
160 Homer Lucas Ln
Benton, KY 42025

APHIS-WS

Brett G. Dunlap, State Director
USDA/APHIS/Wildlife Services
537 Myatt Drive
Madison, TN 37115



Cooperator's Signature

Date

3-19-24

APHIS-WS State Director's Signature

Date

WORK PLAN

Wildlife Species: Beaver

Description of Damage: Restriction of natural flow of Barrett Branch caused by multiple beaver dams, resulting in flooding of timber, private property, Calvert City Road, and constant saturation of road bank.

Location: Intersection of Barrett Branch and Calvert City Road in Marshall County KY. (37.01886, -88.39681) (aerial image attached)

Services Provided: Traditional beaver damage management including removal of beavers by trapping, snaring, shooting and removal of beaver dams by use of hand tools, high pressure water spray and/or binary explosives, as needed.

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$1374.00
Vehicles		\$76.00
Supplies and Materials		\$100.00
Subtotal (Direct Charges)		\$1550.00
Indirect Costs	16.15%	\$250.00
Agreement Total		\$1800.00
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$1800.00		

Financial Point of Contact/Billing Address:

Cooperator
Roy Wadkins
270.527.3173

APHIS-WS
Christopher Poteete, Budget Analyst
615.736.5506



Calvert City Rd project area for
Cooperative Service Agreement
between USDA Wildlife Services and
Marshall Co Road Department.
Project area approximated in yellow.