
MEMO

APPROVED
6/26/2023



DATE: June 20, 2023

FROM: Matney M. Ellis
Procurement Director

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

TO: Board of County Commissioners

SUBJECT: Agreement – United States Department of Agriculture

Submitted for your approval and execution is the attached Agreement between the Board of County Commissioners on behalf of Tulsa County Engineering Department and the United States Department of Agriculture to cooperate in a wildlife damage management project in the amount of \$2,400.00 for a period of 12 months, July 1, 2023 to June 30, 2024, as further described in the attached.

Respectfully submitted for your execution and approval.

MME / llm

SUBMITTED FOR: The June 26, 2023 BOCC meeting agenda.

CMF# 20231091

COOPERATIVE SERVICE AGREEMENT
Between
Tulsa County Board of Commissioners 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 upon receipt of bill to “USDA, APHIS” in the amount of \$ 2,400.00.
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 July 1, 2023, and shall continue until June 30, 2024. 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. (unless Over-the-Counter CSA): 73-6006419

APHIS-WS’s Tax ID: 41-0696271

Cooperator Name/signer

Board of County Commissioners of the County of Tulsa, Oklahoma

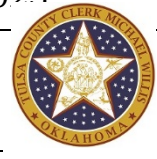
Approved as to form:

Kelly Dunkerley 6/26/2023
 County Signature Date
 Kelly Dunkerley, Chair

[Signature]
 Assistant District Attorney

[Signature] 6/26/2023
 County Signature Date

[Signature] 6/26/2023
 County Signature Date



Attest: [Signature]

APHIS-WS State Office Michael Willis, County Clerk

[Signature] 4/17/23
 Scott Alls, State Director
 2800 N Lincoln Blvd
 Oklahoma City, OK 73105

WORK PLAN

Description of Damage: Threats to ag producers and critical infrastructure.

FINANCIAL PLAN

| Cost Element | | Full Cost |
|---|--------|------------|
| Personnel Compensation | | \$1,887.53 |
| Travel | | |
| Vehicles | | |
| Other Services | | |
| Supplies and Materials | | |
| Equipment | | |
| Subtotal (Direct Charges) | | |
| Pooled Job Costs [for non-Over-the Counter projects] | 11.00% | \$207.63 |
| Indirect Costs | 16.15% | \$304.84 |
| Aviation Flat Rate Collection | | |
| Agreement Total | | \$2,400.00 |
| The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$2,400.00 | | |