

COOPERATIVE AGREEMENT
USDA-APHIS WILDLIFE SERVICES
AND
Tulsa County Board of Commissioners

In accordance with 2 O.S. § 12-1, 29 O.S. § 5-201.1, 5-502, and 63 O.S. § 123.8, the Wildlife Services Division of the USDA-APHIS located at P.O. Box 36295 Oklahoma City, Oklahoma 73136, is authorized to conduct and enter into cooperative agreements for wildlife damage management activities and programs in the state to protect agriculture, property, human health and safety and natural resources. This Cooperative Agreement (Agreement) is made to augment the wildlife damage management program in Oklahoma.

Therefore, it is mutually agreed that:

1. The wildlife damage management programs conducted under the terms of this Agreement shall be conducted by ODAFF, WS, or employees of the U.S. Department of Agriculture, Wildlife Services as defined in 2 O.S. § 12-1. These same entities shall determine the appropriate salaries, employee expenses, plans and procedures necessary to best serve the interests of the parties hereto.
2. The Cooperator shall provide funds as outlined in the supplement to this cooperative agreement
3. The Wildlife Services Division Director or designee shall certify the correctness of all claims paid by any party to this Agreement and shall perform such other administrative functions as are agreed upon provided that no funds of the cooperator will be collected or disbursed by any employee working under the terms of this agreement, or transferred to any such employee except in payment for salaries and expenses in accordance with the plans and procedures formulated and agreed to under paragraph 1, above.
4. Nothing in this Agreement shall prohibit or prevent ODAFF, WS or the cooperator from entering into cooperative agreements with other entities.
5. The parties mutually agree to comply with 43CFR 17 of the provisions of Title VI of the Civil Rights Act of 1964 (78 U.S.C. § 252).
6. All captured wildlife, wildlife parts, or naturally occurring part or product relating to their life history, including but not limited to eggs, nest, or other items ancillary to the wildlife species, shall be property of the cooperative Oklahoma Wildlife Services Program.
7. This Agreement and any continuation thereof shall be contingent upon availability of appropriated or cooperative funds. It is understood and agreed that any monies allocated for the purpose of this Agreement shall be expended in accordance with its terms and in the manner prescribed by the fiscal rules and regulations and administrative policies of the agency making the funds available. No provision of this agreement shall be interpreted to

require the obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341 or any other applicable provision of law.

DURATION:

This Agreement shall be valid and in effect only after it is signed and dated, and shall not be valid past June 30, 2020.

TERMINATION AND AMENDMENTS:

This Agreement may be modified by mutually acceptable written amendments, and an addendum shall be duly executed by USDA/APHIS/WS and the Cooperator. Either party may request termination of this Agreement upon thirty (30) days written notice to the other party.

COMPLIANCE :

This Agreement is made expressly subject to applicable law and is to be construed in a manner consistent with applicable laws and regulations. The Parties expressly agree to comply with all of the laws of the United States, the State of Oklahoma and any political subdivision where any portion of the Agreement is to be performed, including all statutes, rules, or regulations now existing or that may be promulgated in the future including, but not limited to, the Occupational Safety and Health Act and the Fair Labor Standards Act. The parties shall comply with all local, state, and federal laws regulating employment practices, including those prohibiting discrimination based on sex, race, religion, creed, color, ethnic background, age, and disabilities. Acceptance of this Agreement constitutes awareness of and compliance with the requirements of the aforementioned laws and the Americans with Disabilities Act.

SEVERABILITY:

If any provision of this Agreement is found to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement or any renewal or extension of this Agreement, then it is the intention of the undersigned parties that the remainder of this Agreement that is not found to be illegal, invalid, or unenforceable shall remain in full force and effect.

SEVEN YEAR RECORD RETENTION POLICY

Cooperator agrees to retain all necessary records, books, and any other reasonably necessary documentation relating to the nature, time, and scope of the Agreement, regardless of form, for a period of seven (7) years following completion or termination of the Agreement. If an audit, litigation, or other action involving the records is commenced before the end of the seven (7) year retention period, the records shall be maintained for three (3) years from the date that all issues arising out of the action are resolved.

ADDITIONAL TERMS AND CONDITIONS:

Any and all tort claims by the Cooperator against WS shall be governed by the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq.

STATEMENT OF WORK AND REIMBURSEMENT:

The Cooperator agrees to provide funds in the amount of \$ 2,400 as their contribution to the cooperative Wildlife Services program for the period to be utilized for the purpose outlined below:

To partially supplement costs incurred, to include salary, vehicle, travel, and equipment for Wildlife Specialist(s) conducting wildlife damage management activities.

Description of work:

The cooperative Wildlife Services Program agrees to furnish supervision of the project and terms as outlined in the Cooperative Agreement.

Points of contact for the administration of this support agreement are as follows:

- a. Scott Alls, Director , USDA/APHIS/ WS Ok
- b. P.O. Box 36295, OKC, OK 73136 (405) 521-4039
scott.a.alls@aphis.usda.gov

AGREED AND EFFECTIVE as of the date of the latter signature below.

Date _____, 20____ Cooperator/County Representative

Date _____, 20____ USDA-APHIS WILDLIFE SERVICES OK

Scott Alls, WS State Director Oklahoma

INVOICE
(NE)

USDA-APHIS WILDLIFE SERVICES
P.O. BOX 36295
OKLAHOMA CITY, OKLAHOMA 73136

April 18, 2019

TO: TULSA COUNTY BOARD OF COMMISSIONERS
TULSA COUNTY COURTHOUSE
500 S. DENVER AVE.
TULSA, OK 74103

DATE	DESCRIPTION	RATE	DUE
7/1/2019 to 6/30/2020	Tulsa County's portion of expenditures for Predator and Rodent Services within agreement for FY 2020. 12 Months	\$200.00	\$2400.00
	Balance Due		\$2400.00

Make Checks Payable To: USDA-APHIS WILDLIFE SERVICES

RETURN PAYMENT TO: **USDA-APHIS-WILDLIFE SERVICES**
P.O. BOX 36295
OKLAHOMA CITY, OK 73136

Scott Alls, State Dir.