

COOPERATIVE SERVICE AGREEMENT
Between
Oklahoma 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 \$ 3,400.00.
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, 2025, and shall continue until June 30, 2026. 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): _____

APHIS-WS's Tax ID: 41-0696271

Cooperator Name/signer

County Signature Date

County Signature Date

County Signature Date

APHIS-WS State Office



4/14/25

Justin Cooper State Director Date
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		\$2,674.01
Travel		
Vehicles		
Other Services		
Supplies and Materials		
Equipment		
Subtotal (Direct Charges)		
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	\$294.14
Indirect Costs	16.15%	\$431.85
Aviation Flat Rate Collection		
Agreement Total		\$3,400.00
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$3,400.00		

INVOICE

Date: July 1, 2025

Billed to:

Oklahoma County Board of
Commissioners
320 Robert S. Kerr Ave,
Suite 203
Oklahoma City, OK 73102

Return Payment to:

USDA – Wildlife Services
P.O. Box 36295,
Oklahoma City, OK 73136
(405)-521-4039

DATE	DESCRIPTION	RATE	DUE
7/1/2025	County's portion of expenditures for predator and rodent services within agreement. 12 months		\$3,400.00
Through			
6/30/26			
	Balance Due:		\$ 3,400.00

Make Checks Payable to: USDA – Wildlife Services



USDA – Wildlife Services
P.O. Box 36295,
Oklahoma City, OK 73136
(405)-521-4039

<p>=====</p> <p>Bill To OKLAHOMA COUNTY COMMISSIONERS 320 ROBERT S KERR ROOM 101 OKLAHOMA CITY, OK 73102</p>	<p>Requisition 12600148-00 FY 2026</p> <p>Acct No: UNDEFINED ACCOUNT.</p> <p>Review: Buyer: 6065cmjesc1a</p> <p>Status: Created</p> <p style="text-align: right;">Page 1</p>
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<p>=====</p> <p>Vendor OKLAHOMA DEPT OF AGRICULTURE 2800 N LINCOLN 122 CAPITAL BULDING OKLAHOMA CITY, OK 73105 Tel#405/522-5483</p>	<p>=====</p> <p>Ship To OKLAHOMA COUNTY COMMISSIONERS 320 ROBERT S KERR ROOM 101 OKLAHOMA CITY, OK 73102</p>
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Deliver To
OKLAHOMA COUNTY COMMISSIONERS
320 ROBERT S KERR
ROOM 101
OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/29/25	002063				General Government

LN Description / Account	Qty	Unit Price	Net Price
001 Labor & Materials wildlife Damage Managment FY26	3400.00 EACH	1.00000	3400.00

Ship To
OKLAHOMA COUNTY COMMISSIONERS
320 ROBERT S KERR
ROOM 101
OKLAHOMA CITY, OK 73102

Deliver To
OKLAHOMA COUNTY COMMISSIONERS
320 ROBERT S KERR
ROOM 101
OKLAHOMA CITY, OK 73102

[Requisition Link](#)

Requisition Total	3400.00
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***** General Ledger Summary Section *****

Account	Amount Remaining Budget
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County Request No. 361

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 5/27/2025 Department: County Manager

State the nature of the legal request: Review for form and legality – USDA FY26 revised

RECEIVED

MAY 27 2025

CIVIL DIVISION
DISTRICT ATTORNEY

Jessica Clayton, County Manager
Signature

Reply of District Attorney's Office: _____

Reviewed - ok

Date of Reply: 5/28/25

[Signature]
Assistant District Attorney