

COOPERATIVE SERVICE AGREEMENT
Between
Muskogee 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, 2026, and shall continue until June 30, 2027. 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:

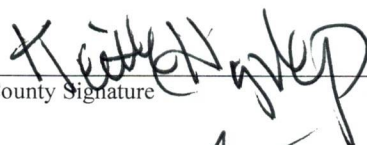
Cooperator's Tax ID No. (unless Over-the-Counter CSA): _____
APHIS-WS's Tax ID: 41-0696271


E-MAILED


6/8 1:23

Melissa

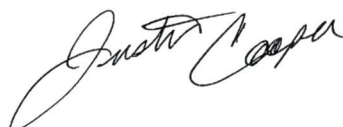
Cooperator Name/signer

County Signature  Date 6/8/2026

County Signature  Date 6/8/2026

County Signature  Date 6/8/2026

APHIS-WS State Office



5/1/26

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: May 1, 2026

Billed to:

Muskogee County Board of
Commissioners
400 West Broadway Street,
Muskogee, OK 74401

Return Payment to:

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

DATE	DESCRIPTION	RATE	DUE
7/1/2026 Through 6/30/27	County's portion of expenditures for predator and rodent services within agreement. 12 months		\$3,400.00
	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

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

WORK INITIATION DOCUMENT FOR
WILDLIFE DAMAGE MANAGEMENT

SECTION 1	1. WORK INITIATION DOCUMENT NUMBER <u>35123</u>	2. STATUS <input type="checkbox"/> NEW <input checked="" type="checkbox"/> RENEWAL
	3A. TYPE OF WORK INITIATION DOCUMENT (mark all that apply) <input type="checkbox"/> PRIVATE PROPERTY <input checked="" type="checkbox"/> NON-PRIVATE PROPERTY <input type="checkbox"/> TEMPORARY/CIVIL <input type="checkbox"/> ADJACENT LANDOWNER <input type="checkbox"/> AMENDMENT TO AN EXISTING WORK INITIATION DOCUMENT	3B. ASSIGN TO THESE SPECIAL GROUPS (1) _____ (2) _____ (3) _____ (4) _____

SECTION 2	4. COOPERATOR NAME (last, first, MI)	
	5. COOPERATOR MAILING ADDRESS <u>400 W. Broadway St, Muskogee OK 74401</u>	
	6. COMMON NAME <u>Muskogee County Roads</u>	7. COOPERATOR TELEPHONE NUMBER <u>918-682-9601</u>
	8. OWNER OR REPRESENTATIVE NAME (if different from Cooperator)	9. OWNER OR REPRESENTATIVE TELEPHONE NUMBER
	10. OWNER OR REPRESENTATIVE ADDRESS (if different from Cooperator)	

SECTION 3	11. PROPERTY / LAND CLASS INFORMATION				12. ADJOINING PROPERTY WID NO.'s	13. TARGETED SPECIES	
		COUNTY	PROPERTY	LAND CLASS	ACRES		
	A.	<u>Muskogee</u>		<u>County</u>	<u>1,000</u>	A.	<u>Beavers</u>
	B.					B.	
	C.					C.	
	D.					D.	
	E.					E.	
STATE <u>OK</u>		TOTAL ACRES		<u>1,000</u>	<input type="checkbox"/> 14. There are additional targeted species (complete and attach WS Form 12 Addendum)		

SECTION 4	15. In consideration of the benefits to be derived from the proper management of damage caused by those species listed in Item 13 (and Item 14 if applicable), I, the undersigned Cooperator or Cooperator's representative, do hereby give my consent and concurrence to the Animal and Plant Health Inspection Service (APHIS) (to include its officials, employees, and agents) to use, upon lands owned, leased, or otherwise controlled by me, and identified by this Work Initiation Document, the following methods and devices (COMPONENTS):					
	A. <u>Foot-hold traps</u>		B. <u>Body-grip traps</u>		C. <u>Snare's</u>	
	D. <u>fire arms</u>		E. <u>Spotlight/IR/NV</u>		F. <u>Dam Rmvl (Hand tools)</u>	
<input type="checkbox"/> 16. There are additional components (complete and attach WS Form 12 Addendum)						

17. I, the Cooperator or Cooperator's representative, have been informed of the methods and the manner in which the control materials and devices listed in Section 4 will be used, and of the possible hazards associated with their use. I understand that APHIS (to include its officers, employees, and agents) will exercise reasonable precautions to safeguard all persons to prevent injury to animal life other than those listed in Section 3, Item 13 (and Item 14, if applicable); guard against the mishandling of control devices and materials; and exercise due caution and proper judgment in all wildlife damage management operations. I understand that APHIS WS will maintain restricted use pesticide application records on applications made under the Work Initiation Document, and that APHIS WS will provide copies of the records or record information promptly upon the property owner's or cooperator's request. I understand that APHIS WS may collect Global Positioning System (GPS) coordinates at the project site as part of component or activity tracking or as wildlife disease monitoring or research data. As a Lessee, the Cooperator agrees that the lease is current and will remain so while APHIS WS conducts operational activities on the property, and will notify WS if the lease expires or is canceled. The Lessee agrees to notify the landowner about any methods or devices (components) in use by APHIS WS on the property.

18. In consideration of these understandings and of the benefits to be derived, I, the Cooperator or Cooperator's representative, agree to take reasonable precautions to prevent injury to livestock and other domestic animals; assume responsibility for injury to my property under my control when said injury is not the result of negligence on the part of APHIS; assist in maintaining such warning signs as APHIS may place for the purpose of notifying persons entering onto such lands of the possible hazards associated with wildlife damage management measures in use thereon; and to give adequate warning of these possible hazards to persons I authorize to enter onto such lands. Further, in recognition of the benefits to be derived from the use of specified methods and devices authorized by this Work Initiation Document, I, the cooperator or cooperator's representative, agree not to concurrently use or allow to be used upon lands covered by this Work Initiation Document any toxic material that might reasonably be expected to take a species listed above in Section 3, Item 13 (and Item 14, if applicable), unless such use of said toxicant is agreed to by APHIS in writing.

19. SPECIAL CONSIDERATIONS
Renewal

20A. LANDOWNER, LESSEE, OR ADMINISTRATOR NAME AND TITLE	20B. SIGNATURE	20C. DATE
21A. APHIS REPRESENTATIVE NAME <u>Dean Miller</u>	21B. SIGNATURE <u>[Signature]</u>	21C. DATE
21D. APHIS REPRESENTATIVE TELEPHONE NUMBER <u>918-570-9002</u>	21E. STATE OFFICE ADDRESS	