





office memorandum

DATE: June 14, 2021

TO: Darrel Pyle, City Manager

THROUGH: Shawn O'Leary, Director of Public Works 

FROM: Carrie Evenson, Stormwater Program Manager 

SUBJECT: Approval of Interlocal Cooperative Agreement, Contract No. K-2122-8, with the Oklahoma Department of Agriculture, Food and Forestry, Wildlife Services Division for Control of Aquatic Rodents in an Amount Not to Exceed \$20,000.00.

BACKGROUND:

In order to provide for the free flow of streams and stormwater infrastructure in the urban area of Norman, it is necessary to remove aquatic rodents from the environment of these streams periodically. The Oklahoma Department of Agriculture, Food and Forestry (ODAFF), Wildlife Services Division, has a program to provide for the control of these rodents. In addition, ODAFF is the organization that implements proper treatment of these animals. As a result, the City can be assured that the ODAFF officials will proceed with the proper degree of care and respect for the animals that are removed from local urban streams and stormwater infrastructure.

DISCUSSION:


This Cooperative Agreement has been renewed annually for a number of years at the beginning of each fiscal year. If approved, ODAFF personnel will monitor activity and respond to requests from Public Works Department, Stormwater Division, staff to remove rodents in areas where problems with flooding of adjacent structures could occur without this intervention. In FYE 2021, \$20,000.00 were expended in order to respond to over 60 calls from citizens in addition to routine staff generated requests for service on this Contract. Additional calls for service and reports of damage came from all parts of Norman including Brookhaven Creek, Imhoff Creek, Merkle Creek, Bishop Creek, Dave Blue Creek and various culverts.

Beginning in FYE 2021, based on discussions between City of Norman staff and ODAFF personnel, an increase in the Cooperative Agreement budget of \$7,500.00 was added. Since this increase, ODAFF has been able to dedicate staff to provide a more concentrated focus on aquatic rodent activity within the City of Norman. We have seen a considerable improvement in the response and management of aquatic rodents. Typical response time has decreased from up to 7 days to response within 24 hours. The operating budget of the Stormwater Division contains funding for this agreement in Other Professional Services (Account No. 10550222-44099).

RECOMMENDATION:

Staff recommends approval of Contract No. K-2122-8, between the City of Norman and the Oklahoma Department of Agriculture, Food and Forestry, Wildlife Services Division for control of aquatic rodents.

Approved by:  Not Approved: _____

Reviewed by: Shawn O'Leary, Director of Public Works
Kathryn Walker, City Attorney 

COOPERATIVE AGREEMENT
OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY
WILDLIFE SERVICES DIVISION

AND

City of Norman

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 Oklahoma Department of Agriculture, Food, and Forestry (ODAFF, WS) located at 2800 N. Lincoln Blvd. P.O. Box 528804, Oklahoma City, Oklahoma 73152-8804, 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 the 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 the ODAFF, WS or the cooperator from entering into cooperative agreements with other entities.
5. The parties mutually agree to comply with 43 CFR 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 ODAFF, WS.
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 become effective when signed and dated, and shall end on June 30, 2022.

TERMINATION AND AMENDMENTS

This Agreement may be modified by mutually acceptable written amendments, and an addendum shall be duly executed by the ODAFF, 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 the ODAFF, 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 Twenty Thousand Dollars (\$20,000.00) to be paid quarterly as their contribution to the ODAFF, WS for the period to be utilized for the purpose outlined below:

ODAFF WS will conduct wildlife damage management for the City of Norman through a variety of wildlife damage management abatement methods and techniques to help aid in the reduction of lost resources and the protection of human health and safety.

The ODAFF, WS 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. City of Norman, PO Box 370, Norman, OK 73070, (405) 329-2524 ext. 2, amy.shepard@normanok.gov
- b. Scott Alls, Director, Wildlife Services, Oklahoma Department of Agriculture, Food, and Forestry (405) 522-5464, scott.a.alls@usda.gov

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

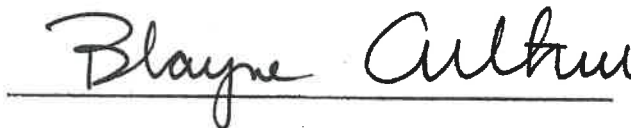
Date 6-28, 2021

Cooperator Representative



Date May 25, 2021

Oklahoma Department of Agriculture, Food, and Forestry



Blayne Arthur, Secretary and Commissioner of Agriculture/Designee