

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/01/2022

Contract/Lease Control #: C23-3270-PW

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: US DEPT OF AGRICULTURE ANIMAL SERVICES

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2022

Expiration Date: 09/30/2023

Description of: WILDLIFE SERVICES

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD Tracking Number: 4936-2C  
Procurement/Contractor/Lessee Name: USDA Grant Funded: YES \_\_\_ NO X  
Purpose: wildlife services  
Date/Term: 2023 FY  
Department #: 1004  
Account #: 534900  
Amount: \$10,698.63  
Department: PW Dept. Monitor Name: Auly

1.  GREATER THAN \$100,000  
2.  GREATER THAN \$50,000  
3.  \$50,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
[Signature] Date: 9-28-22  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Amber Hammonds

**2CFR Compliance Review (if required)**

Approved as written: no federal funds Grant Name: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
Grants Coordinator Suzanne Ulloa

**Risk Management Review**

Approved as written: see email attached Date: 9-28-22  
\_\_\_\_\_ Kristina LoFria

**County Attorney Review**

Approved as written: see email attached Date: 9-28-22  
\_\_\_\_\_ Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

---

**From:** Lydia Garcia  
**Sent:** Wednesday, September 28, 2022 9:41 AM  
**To:** DeRita Mason  
**Subject:** RE: C22-3136-PW  
**Attachments:** Okaloosa County\_Beaver FY23 CSA.pdf

Good Morning,

The attached C22-3136-PW current and possible ext. reviewed by Risk Management for insurance purposes. No insurance element found.



Kind Regards,

**L. Garcia**  
Public Records Request & Contracts Specialist

**OKALOOSA COUNTY BCC**  
Risk Management  
Direct: 850.689.4111  
Fax: 850.689.5973 |  
Email: [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com)

302 N. Wilson St. Suite 301  
Crestview, FL 32539

<https://myokaloosa.com/>

**Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.**

---

**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Wednesday, September 28, 2022 6:24 AM  
**To:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>; Michael Anderson <[manderson@myokaloosa.com](mailto:manderson@myokaloosa.com)>  
**Cc:** Lydia Garcia <[lgarcia@myokaloosa.com](mailto:lgarcia@myokaloosa.com)>; Parsons, Kerry <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Subject:** FW: C22-3136-PW

Ladies,

We have a contract currently that is set to expire. The USDA sent over the attached to serve as an extension on the current agreement.

Can you review the attached and also let me know if we can treat this as an extension or if we have to close the current contract and start a new one?

Thank you,

## DeRita Mason

---

**From:** Lynn Hoshihara  
**Sent:** Wednesday, September 28, 2022 12:59 PM  
**To:** DeRita Mason; Michael Anderson  
**Cc:** Lydia Garcia; Parsons, Kerry  
**Subject:** Re: C22-3136-PW

This contract is approved. This can serve as an extension/renewal of the existing contract.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

---

**From:** DeRita Mason  
**Sent:** Wednesday, September 28, 2022 7:24:10 AM  
**To:** Lynn Hoshihara; Michael Anderson  
**Cc:** Lydia Garcia; Parsons, Kerry  
**Subject:** FW: C22-3136-PW

Ladies,

We have a contract currently that is set to expire. The USDA sent over the attached to serve as an extension on the current agreement.

Can you review the attached and also let me know if we can treat this as an extension or if we have to close the current contract and start a new one?

Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP  
Senior Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

**COOPERATIVE SERVICE AGREEMENT**  
**between**  
**OKALOOSA COUNTY (OC)**  
**and**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)**  
**WILDLIFE SERVICES (WS)**

**ARTICLE 1 – PURPOSE**

The purpose of this Cooperative Service Agreement is to cooperate in a wildlife damage management project, to reduce damage associated with beaver, as described in the attached Work Plan.

**ARTICLE 2 – AUTHORITY**

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 - MUTUAL RESPONSIBILITIES**

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.
4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

## ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following as the OC authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;

Roy Petrey  
Project Manager / Design Engineer  
Okaloosa County Public Works  
1759 South Ferdon Blvd.  
Crestview, FL 32536  
(850) 423-4854  
[rpetrey@myokaloosa.com](mailto:rpetrey@myokaloosa.com)

2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.

## **ARTICLE 5 – APHIS-WS RESPONSIBILITIES**

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

Parker Hall, FL State Director  
2820 East University Avenue  
Gainesville, FL 32641  
(352) 448-2135  
[parker.hall@usda.gov](mailto:parker.hall@usda.gov)

2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That 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.
4. To invoice Cooperator quarterly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

## **ARTICLE 6 – CONTINGENCY STATEMENT**

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 may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

## **ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE**

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.

## **ARTICLE 8 – CONGRESSIONAL RESTRICTIONS**

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 therefrom.

## **ARTICLE 9 – LAWS AND REGULATIONS**

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.

## **ARTICLE 10 – LIABILITY**

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 U.S.C. 1346(b), 2401(b), and 2671-2680).

## **ARTICLE 11 – NON-DISCRIMINATION CLAUSE**

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

## **ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS**

This agreement shall become effective on October 01, 2022 and shall continue through September 30, 2023 not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.



In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

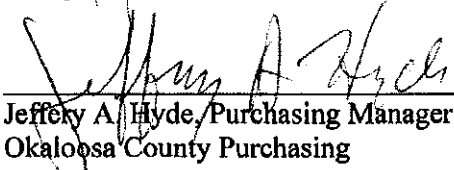
Cooperator's Tax ID No.: 59-6000765

APHIS-WS's Tax ID: 41-0696271

**OKALOOSA COUNTY:**

  
\_\_\_\_\_  
Jason Autrey, Director  
Okaloosa County Public Works

10/3/22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jeffery A. Hyde, Purchasing Manager  
Okaloosa County Purchasing

10/03/2022  
\_\_\_\_\_  
Date

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

**PARKER HALL** Digitally signed by PARKER HALL  
Date: 2022.10.31 10:03:38 -04'00'

\_\_\_\_\_  
Parker Hall, FL State Director  
USDA, APHIS, WS  
2820 East University Avenue  
Gainesville, FL 32641

\_\_\_\_\_  
Date

**WORK PLAN**  
**between**  
**OKALOOSA COUNTY (OC)**  
**and**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)**  
**WILDLIFE SERVICES (WS)**  
**FY23**

In accordance with the Cooperative Service Agreement between OC and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

**Program Objective**

The purpose of this agreement is to cooperate in a wildlife damage management program to reduce the threat to human health & safety and property damage associated with beaver.

**Plan of Action**

Wildlife Services personnel with appropriate professional experience to conduct beaver control activities will be assigned to this project. WS personnel will use recommended beaver damage management techniques and equipment to alleviate the damage. WS personnel will use a variety of techniques to remove beaver including, but not necessarily limited to, conibear traps, foot hold traps, snares, and shooting. Traps will be checked at least every 24 hours. The main focus of the project is to remove beavers, that are obstructing the natural flow of water, from the areas of concern identified by OC. As appropriate dams will be breached to allow water levels to fall.

**FINANCIAL PLAN**  
**between**  
**OKALOOSA COUNTY (OC)**  
**and**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)**  
**WILDLIFE SERVICES (WS)**  
**FY23**

| Cost Element   |        | Full Cost   |
|--|--------|-------------|
| Personnel Compensation   |        | \$5,364.18  |
|  |        |             |
| Supplies and Materials   |        | \$1000.00   |
|  |        |             |
| Vehicles   |        | \$400.00    |
|  |        |             |
| Travel   |        | \$1,650.00  |
|  |        |             |
| Subtotal (Direct Charges)  |        | \$8,414.18  |
|  |        |             |
| Pooled Job Costs   | 11.00% | \$925.56    |
| Indirect Costs   | 16.15% | \$1,358.89  |
|  |        |             |
|  |        |             |
| Agreement Total  |        | \$10,698.63 |
| The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$10,698.63 |        |             |

Cooperator Name, Address, Phone Number, Email

Roy Petrey  
 1759 S. Ferdon Blvd.  
 Crestview, FL 32536  
 (850) 423-4854  
[rpetrey@myokaloosa.com](mailto:rpetrey@myokaloosa.com)

APHIS-WS State Office Name, Address, Phone Number, Email

Vielka Dyer, Budget Analyst  
 2820 East University Avenue  
 Gainesville, FL 32641  
 (352) 448-2137  
[vielka.g.dyer@usda.gov](mailto:vielka.g.dyer@usda.gov)