

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
72nd AIR BASE WING, TINKER AIR FORCE BASE
AND
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES (APHIS WS)**

ARTICLE 1 - PURPOSE

The purpose of this agreement is to outline the interagency cooperation in managing aircraft-wildlife strikes at Tinker AFB. The United States Department of Agriculture-Animal Plant Health Inspection Service-Wildlife Services (WS) has expertise in managing wildlife hazards and animal damage management activities on United States military installations within the United States and its territories. Tinker requires this WS expertise to minimize wildlife risks to aviation and protect human safety, while also protecting the state's valuable environmental resources. In accordance with this MOU, and subject to annual availability of funds, WS annual assistance will include the collection of biological assessment information, provide periodic wildlife damage management training to Tinker AFB personnel, and assistance to Base Operations and Flight Safety by responding directly to environmental conditions contributing to aircraft collisions with wildlife (aircraft-wildlife strikes). Subject to available funds, it will include the annual assignment of one full-time Wildlife Biologist and one full-time Biological Science Technician (Wildlife Specialist) to address aircraft wildlife-strikes.

ARTICLE 2 - BACKGROUND

Since 2001, TAFB has worked under cooperative service agreements with APHIS-WS to manage damage caused by wildlife species, meeting goals and objectives of the TAFB Integrated Natural Resources Management Plan (INRMP). These agreements also facilitate the roles and responsibilities within the Bird/Wildlife-Aircraft Strike Hazard Plan, TAFB Plan 91-212. These agreements have allowed TAFB to work cooperatively with WS on an annual basis as specified in financial/work plans. This MOU supports documentation and a cooperative strategic approach to wildlife damage management.

TAFB has ongoing problems with wildlife, particularly avian species such as European starlings, house sparrows, and feral pigeons. Most problems occur within hangars but also in other areas such as base entrance gates, warehouses, mowed fields, and abandoned taxiways. Within hangars/buildings these birds can cause corrosion on surfaces from accumulated droppings and could pose potential health hazards to personnel in those areas.

Several other avian species within and around the aircraft operating area (AOA) pose real and/or potential threats to property and human health and safety including Canada geese. Due to their large body size and flight patterns within urban corridors, they have been noted as a potential threat to aviation safety. Resident Canada goose populations are expected to increase exponentially within the State as it has elsewhere in North America.

Other avian species such as gulls feed and congregate on the Base tarmac and pose an aircraft strike hazard. Cattle egrets and other egret and heron species annually establish rookeries in Oklahoma and surrounding counties. Historically, rookeries numbering as high as 15,000 birds have been established within a few miles of TAFB, migrating across the Base. Ducks often utilize aquatic habitat on Base and in areas surrounding the Base. Ducks have been struck by aircraft in the past and can be expected to be a hazard in the future.

Primary mammalian species which have caused human-wildlife conflicts on base include, but are not limited to, beavers and coyotes. Beavers have damaged ornamental trees and caused flooding concerns by disabling spill control gates as well as create an attractant for waterfowl when water accumulates as a result of dam building. Coyotes commonly frequent the airfield and have been struck by landing or departing aircraft.

ARTICLE 3 - AUTHORITIES

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.

A. STATUTORY:

- (1) Economy Act of 1932, as amended, 31 U.S.C. § 1535
- (2) Sikes Act, 16 USC 670 (5c)(I)(d)

B. REGULATORY:

- (1) Federal Acquisition Regulation, Part 17.5, Interagency Acquisitions under the Economy Act
- (2) Defense Federal Acquisition Regulation Supplement (DFARS), Subpart 217.5, Interagency Acquisitions under the Economy Act
- (3) DoD Financial Management Regulation (FMR), Vol 11 A, Chapter 3, Economy Act Orders (February 2008)
- (4) DoDI 4000.19, Inter service and Intragovernmental Support (August 9, 1995)
- (5) Air Force Instruction 65-116, Air Force Purchases Using Military Interdepartmental Requests (MIPRs) (29 September 2008)
- (6) Treasury Financial Manual, Vol. 1, Business Rules for Intragovernmental Transactions.

C. ADDITIONAL REFERENCES:

- (1) Air Force Instruction 91-202, The US Air Force Mishap Prevention Program (1 August 1998, Incorporating Change 1, 18 February 2010)
- (2) Air Force Instruction 11-2F-16, Vol 3, Flying Operations (18 February 2010)
- (3) Air Force Instruction 65-601, Vol 1, Budget Guidance and Procedures (3 March 2005, Incorporating Through Change 3, 6 November 2009)
- (4) Air Force Instruction 25-201, Support Agreements Procedures (1 May 2005, Incorporating Change 1, 28 January 2008)

(5) 2003 Aircraft-Wildlife Strikes Memorandum of Agreement signed by FAA, USAF, USA, EPA, USFWS, and USDA

ARTICLE 4 - MUTUAL RESPONSIBILITIES

The Cooperator and APHIS mutually agree to/understand that:

- a. A mutually satisfactory annual **Work Plan** and **Financial Plan** developed by the **Cooperator** and APHIS are incorporated into this MOU by reference.
- b. *Annual work plans:* Specific actions for the Annual Work Plan will include (a) program objectives/goals developed and synchronized through the Tinker AFB Integrated Natural Resource Management Plan (INRMP) which addresses wildlife damage management and human-wildlife conflicts. (b) results and benefits expected from the presence of APHIS-WS Wildlife Damage Management Biologists and Wildlife Specialists; (c) a Plan of Action to assess, monitor, wildlife hazards and conduct operational wildlife hazard mitigation; (d) stipulations and restrictions of TAFB and APHIS-WS while conducting a wildlife damage management program at TAFB; (e) and a cost estimate for services which includes, but is not limited to, salary/benefits, supplies/equipment, and administrative costs.
- c. *MIPRs:* After the designated entities review the estimated expenses, subject to the availability of funds, TAFB and WS shall coordinate an Economy Act purchase by DD Form 448, Military Interdepartmental Purchase Request (MIPR). On receipt of the funding authorization document, WS shall have thirty (30) calendar days to accept or reject it. Funds shall be considered obligated upon WS' acceptance of funds. Funds may be obligated only during current fiscal year, and WS shall provide a DD Form 448-2 to de-obligate remaining funds at the end of the fiscal year.
- d. *Additional Funds Requested:* If the actual cost to WS is forecast to exceed the amount of funds available, WS shall promptly notify Tinker of the amount of additional funding necessary to pay for the assistance. Tinker shall either provide additional funds to WS within thirty (30) days thereafter or require the scope of the assistance be limited to that which can be financed by the available funds, or WS will stop services.
- e. *Costs:* Assessment of indirect rate/overhead administrative charges will be subject to the requirements of the statute and/or regulations applicable to the authority used for the specific funding. Labor costs shall be identified separately and distinct from other WS administrative costs. Established WS accounting procedures will be used identifying both labor and administrative costs. The specific percentage charged for administrative costs shall be set forth in every annual management plan.
- f. *Billing Submitted via IPAC:* WS will submit bills for actual and allowable costs incurred to WS for performance of work set forth in the annual work plan and financial plan. Bills shall be submitted via the Intra-Governmental Payment and Collection System (IPAC) at the address specified on each MIPR. Billings shall be made quarterly by the third week of the month following the end of each quarter of the fiscal year.
- g. *Final Accounting:* Upon request, a final accounting will be provided by WS and will include an itemized cost report for the entire fiscal year. If necessary, a budget reconciliation review will be conducted with WS. Once the review is complete, Tinker shall de-obligate from MIPRs all remaining funds not expended by WS.
- h. *Records and Reports:* WS will provide reports and or briefings as documented in the annual work plan as well as any additional reports as requested by Tinker, as necessary.
- i. *Equipment/Supplies:* Tinker will provide office space, computer, telephone lines, radios and space for storage of WS equipment and supplies.

- j. *Security and Classification:* Tinker will be responsible for providing the appropriate clearances and passes needed to complete the stated objectives. Security requirements to be followed in performance of the work will be in accordance with applicable Department of Defense procedures, policies and regulations. WS personnel shall complete the required documentation for clearance/passes and abide by all Tinker security requirements. Firearms will be registered and firearm storage approved by Tinker prior to introduction of firearms on the installation.
- k. *Confidentiality and Release of Information:* To the extent permitted by law governing each party, the parties agree to maintain the confidentiality of exchanged information. Tinker and WS will coordinate on any Freedom of Information Act (FOIA) requests received by either party relating to actions under this MOU. Prior to issuing any type of public announcement related to this MOU, Tinker and WS shall collaborate on the public announcement. WS agrees to provide all information, upon Tinker request required to support budget processes as well as to respond to contacts with Congress and the Executive Branch. Tinker will retain responsibility for public announcements regarding the actions under this MOU.
- l. *NEPA:* Tinker agrees that it is responsible for compliance with the National Environmental Policy Act (NEPA), the Endangered Species Act (ESA), and other environmental compliance laws for the specific projects and actions it requests WS to perform for it under this agreement. WS will also maintain its own environmental compliance through the NEPA process while conducting wildlife damage management on Tinker. The performance of all wildlife damage management actions by WS is contingent upon an independent determination by WS that actions by their employee are in compliance with NEPA and any other applicable environmental statutes. WS will not make a final decision to have its employees or contractors conduct requested wildlife damage management actions until it has made this independent determination of compliance.
- m. *Coordination with other State and Federal Agencies:* Procedures utilized by WS will be coordinated with the appropriate state and Federal agencies having management responsibilities for the animal species to be controlled, except where specific animal damage management authority has been delegated to WS or DoD.
- n. *No Benefits from Taking of Wildlife:* All personnel will follow Wildlife Services Directive 2.510 which prohibits any individual from benefitting personally from any animal(s), in whole or in part, taken while conducting official duties.

ARTICLE 5 - COOPERATOR RESPONSIBILITIES

The Cooperator agrees to:

- a. Designate, in writing, an authorized representative who shall be responsible for collaboratively administering the activities conducted under this MOU.
- b. If applicable, when connected to the USDA-APHIS network or hosting APHIS information and/or information systems, comply with the federal, USDA, and APHIS security and privacy requirements to protect APHIS information and information systems against cyber threats and unauthorized intrusions as required by the Federal Information Security Management Acts of 2002 and 2014 (FISMA), the National Cybersecurity Protection Act of 2014, and the Privacy Act of 1974. Specific USDA/APHIS control guidelines are outlined in the most current version of the USDA/APHIS Information System Security Handbook. In accordance with USDA and APHIS regulations and policies on email, the Recipient will not download any material (i.e., pictures, movies, or music files) bearing a copyright, nor access any material defined as inappropriate in these regulations and directives.

Additionally, the Recipient agrees that any of its personnel that are given access to the APHIS network, any systems on the APHIS network, or any personnel using APHIS-owned or funded computer equipment will take all APHIS required security and privacy training. Furthermore, the Recipient will not disseminate, post, or publish in any capacity official government information or data unless authorized to do so by this Agreement.

Current APHIS security and privacy requirements, policies, and guidelines can be obtained through the APHIS Information System Security Program Manager. APHIS follows USDA's processes which are based on the most current National Institute of Standards and Technology (NIST) special publications such as NIST Special Publications (SP) 800-37 and SP 800-53 and -53A.

c. If applicable, work with the appropriate APHIS Program Unit's Information Systems Security Manager and the APHIS Information Systems Security Program Manager to ensure compliance with the FISMA assessment and authorization (A&A) requirements for APHIS information and information systems. The Recipient must follow USDA/APHIS A&A guidelines and standards described in the USDA six step risk management framework process guide located at: Departmental Regulation: Security Assessment and Authorization. The regulation is based on applicable National Institute of Standards and Technology (NIST) publications such as, NIST SP 800 – 37, *Guide for Applying the Risk Management Framework to Federal Information Systems*; and, NIST SP 800 – 53, *Recommended Security Controls for Federal Information Systems*.

ARTICLE 6 - APHIS RESPONSIBILITIES

APHIS agrees to/that:

- a. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted under this **MOU**.
Scott Alls, State Director
USDA-APHIS-Wildlife Services
2800 N. Lincoln Blvd.
Oklahoma City, OK 73105
405-522-5470
Scott.A.Alls@usda.gov

ARTICLE 7 - STATEMENT OF NO FINANCIAL OBLIGATION

Signature of this MOU does not constitute a financial obligation on the part of APHIS. Each signatory party is to use and manage its own funds in carrying out the purpose of this MOU. Transfers of funds or items of value are not authorized under this MOU.

ARTICLE 8 - LIMITATIONS OF COMMITMENT

This MOU and any continuation thereof shall be contingent upon the availability of funds appropriated by the Congress of the United States. It is understood and agreed that any monies allocated for purposes covered by this MOU shall be expended in accordance with its terms and the

manner prescribed by the fiscal regulations and/or administrative policies of the party making the funds available. If fiscal resources are to transfer, a separate agreement must be developed by the parties.

ARTICLE 9 - CONGRESSIONAL RESTRICTION

Under 41 USC 6306, 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 10 – 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 application, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 – LIABILITIES

APHIS assumes no liability for any actions or activities conducted under this agreement except to the extent the recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), 2671-2680).

ARTICLE 13 - AMENDMENTS

This MOU and annual work plan may be modified by mutual consent of both parties or by either party giving 30 days written notice to the other party.

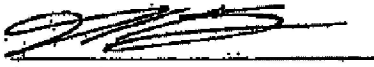
ARTICLE 14 - TERMINATION

This MOU may be terminated at any time by mutual agreement of the parties in writing, or by either party with sixty (60) days notice in writing to the other party.

ARTICLE 16 - EFFECTIVE DATE AND DURATION

This MOU will become effective upon date of final signature and will continue in effect for 5 years.

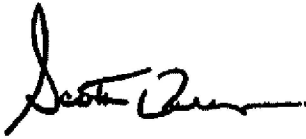
TINKER AIR FORCE BASE



Signature
Commander, TAFB/72nd Air Base Wing

28 Sep 21
Date

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



Signature
State Director, USDA APHIS Wildlife Services

9-29-21
Date

CORY OGLESBY

Digitally signed by CORY OGLESBY
DN: c=US, o=U.S. Government, ou=Department of
Agriculture, cn=CORY OGLESBY,
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Date: 2021.10.04 18:04:29 -06'00'

Signature

Date

For: Director, Western Region USDA APHIS Wildlife Services