

MEMORANDUM OF UNDERSTANDING (MOU)
between
72nd AIR BASE WING, TINKER AIR FORCE BASE
and
U.S. DEPARTMENT OF AGRICULTURE, ANIMAL AND PLANT
HEALTH INSPECTION SERVICE, WILDLIFE SERVICES
for
MANAGING AIRCRAFT-WILDLIFE STRIKES

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 and Plant Health Inspection Service-Wildlife Services (WS) has expertise in managing wildlife hazards and animal damage control activities, exclusive of routine vertebrate pest control operations, on United States military installations within the United States and its territories. Tinker requires this WS expertise to minimize wildlife risks to aviation and increase human safety, while also protecting the state's valuable environmental resources. In accordance with this Memorandum of Understanding, and subject to the annual availability of funds, WS annual assistance will include the collection of biological assessment information, the providing of 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). It will include, again subject to the availability of funds, the annual assignment of one Wildlife Biologist and one Biological Science Technician to address aircraft wildlife-strikes for approximately 40 hours per employee per week.

2. **AUTHORITIES:**

a. **STATUTORY:**

- (1) Economy Act of 1932, as amended, 31 U.S.C. §1535

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

(6) 1990 Animal Damage Management Memorandum signed by WS and DoD

3. SCOPE:

a. Animal damage control for the purpose of this MOU is defined as the use of methods designed to suppress or bring under control damage caused by animals deemed injurious to agriculture, natural resources, property, or human health and safety as well as those animal species that are reservoirs for zoonotic diseases. The parties agree that "hazardous wildlife" are identified as species that WS determines are most often involved in aircraft-wildlife strikes. Many of the species frequently inhabit areas on or near airports, cause structural damage to aircraft or airport facilities or attract other wildlife that pose an aircraft-wildlife strike hazard.

b. This MOU in no way restricts a signatory's participation in similar activities or arrangements with other public or private agencies, organizations, or individuals.

c. This MOU will last for 5 years from the date the last party signs the MOU, unless it is terminated in accordance with the terms herein.

d. This MOU will be reviewed annually by both parties along with the Annual Work Plan and Cost Estimate to ensure mutual agreement on the Cost Estimate and for any modified terms.

e. Parties to this Agreement are not obligated to make expenditures of funds under terms of this Agreement unless such funds are appropriated for the purpose by the Congress of the United States, or are otherwise legitimately available under the annual Department of Defense annual Appropriations Act.

4. RESPONSIBILITIES OF THE PARTIES:

a. *Annual Cost Estimate:* Specific categories for the proposed Annual Cost Estimate will include: (a) Salaries/Benefits; (b) Vehicle Use; (c) Training/Travel; (d) Supplies/Equipment; (e) Miscellaneous Services; and (f) Administrative Overhead.

b. *Annual Work Plans:* Specific actions for the Annual Work Plan will include: (a) strategic objectives developed and synchronized through the Tinker AFB Integrated Natural Resource Management Plan (INRMP) which address wildlife damage management and human-wildlife conflicts; (b) metric(s) as identified in the INRMP and conducted through surveys and data collection to assess/monitor control efforts; (c) discussion of human-wildlife control issues and strategy outlining tasks to implement objectives; (d) identification and discussion of control techniques to be implemented.

c. *MIPRs:* After the designated entities review the estimated expenses, subject to the availability of funds, the Tinker 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. Written (email) status will be provided to Tinker every 15 calendar days for MIPRs not returned. Funds shall be considered obligated upon WS' acceptance of the funds. Funds may be obligated only during the current fiscal year, and WS shall provide a DD Form 448-2 to deobligate 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 the additional funds to WS within thirty (30) calendar 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 surcharges 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 for establishing and 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 IP AC:* WS will submit bills for actual and allowable costs incurred to WS for performance of work set forth in the annual management 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 deobligate from MIPRs all remaining funds not expended by WS.

h. *Records and Reports:* Tinker will provide maps, wildlife activity reports and other publications and/or data to implement management activities. WS shall maintain records and receipts of the expenditures of all funds provided by Tinker. Upon request, WS will provide status reports and/or briefings and aid in managing/reporting for Federal and State depredation permits.

i. *Equipment/Supplies:* Tinker will provide office space co-located with Natural Resources, computers, telephone lines, radios and space for storage of WS equipment and supplies. There is no other Tinker owned property or equipment furnished to WS under this agreement. Use of WS owned property and equipment will be detailed in the annual cost estimate with corresponding lease or use charges agreed to by the parties.

j. *Security and Classification:* Tinker will be responsible for approving WS activities and 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 required documentation for clearances/passes and abide by all Tinker security requirements. These requirements include visual displaying of WS issued identification on all personnel and vehicles, use of United States citizens only as WS personnel or volunteers, and other related security requirements as detailed by Tinker. Firearms will be registered and firearm storage approved by the Tinker prior to introduction of firearms on the installation.

k. *Confidentiality and Release of Information:* To the extent permitted by the law governing each party, the parties agree to maintain the confidentiality of exchanged information. 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 and WS will coordinate on any Freedom of Information Act requests received by either party relating to actions under this MOU. Tinker will retain responsibility for public announcements regarding the actions under this MOU. Prior to issuing any type of public announcement related to this MOU, Tinker and the WS shall collaborate on the public announcement.

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. The performance of all wildlife damage management actions by WS is contingent upon an independent determination by WS that actions by their employees are in compliance with the National Environmental Policy Act, Endangered Species Act, 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 control 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 benefiting personally from any animal(s), in whole or in part, taken while conducting official duties.

5. DISPUTE RESOLUTION:

a. Should disagreement arise on the interpretation of the provisions of this Understanding, or modifications thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty (30) days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

b. Nothing herein is intended to conflict with current WS or USAF directives. If the terms of this Agreement are inconsistent with existing directives of the agencies entering into this Agreement, then those portions of the Agreement that are determined to be inconsistent shall be invalid, but the remaining terms and conditions not affected by the inconsistency shall remain in full force and effect.

c. Disputes shall be resolved pursuant to the Business Rules for Intra-governmental Transactions delineated in the Treasury Financial Manual, Vol. 1, Bulletin 2011-04, Section VII ("Resolving Intra-governmental Disputes and Major Differences").

6. ANNUAL REVIEW AND MODIFICATIONS OR TERMINATION:

a. This MOU shall be effective on the date of the last signature by the parties, and shall remain effective for a five-year period from the effective date unless terminated in accordance with the terms set forth herein.

b. Upon request by either party, but at least annually, both parties shall review this MOU, and Annual Work Plan to determine the effectiveness and/or the necessity for modifications. The MOU and Annual Work Plan may be modified by mutual consent of both parties or by either party giving thirty days (30) written notice to the other party.

c. The MOU/Work Plan may be cancelled at any time by either party by providing sixty (60) calendar days' written notice to the other party. In the event of termination, the parties shall consult with each other concerning all claims for termination costs.

7. AGENCY REPRESENTATIVES:

The following representatives are authorized to act in their respective areas for matters related to this Memorandum of Understanding and subsequent Economy Act Transfers, to include (subject to availability of funds) the Cost Estimate for Services:

- a. For the USDA, Animal and Plant Inspection Service:
Technical Contact:
Oklahoma State Director
USDA-APHIS-WS
2800 N. Lincoln Blvd

Oklahoma City, OK 73105
405-521-4039

b. For Tinker:

Technical Contact:
Raymond W. Moody
Natural Resource Scientist
72nd ABW/CEANO
Tinker AFB, OK
(405) 739-7065

Fiscal Contact:
William Anderson
Budget Analyst
72nd ABW/CER
Tinker AFB, OK
(405) 734-4448

Each party will immediately advise the other of any designee changes.

8. SIGNATORIES: By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this Memorandum of Understanding.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this agreement on the dates opposite their respective signatures.

Date 23 Sep, 20 16 USAF/TINKER AFB
By Stephanie B
COMMANDER, TAFB/72nd Air Base Wing

Date 8/2, 20 16 USDA/APHIS/WS
By Kevin Hunt
Director, USDA/APHIS/WS State of Oklahoma

Date 8-16, 20 17 USDA/APHIS/WS
By [Signature]
Director, USDA/APHIS/WS Western Region