

**AGREEMENT NUMBER: 01 7340 5525IA**

**ACCOUNTING CODE: 158 7340 005**

**COOPERATIVE AGREEMENT**

**BETWEEN**

**UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)  
WILDLIFE SERVICES (WS)**

**AND**

**UNITED STATES DEPARTMENT OF DEFENSE  
TINKER AIR FORCE BASE, OKLAHOMA**

**ARTICLE I**

The purpose of this Agreement is to provide funds to conduct an operational Wildlife Damage Management (WDM) program for the protection of human health, safety, and property at Tinker Air Force Base (TAFB), located in Oklahoma County, Oklahoma. An Annual Work Plan will specify the work to be completed by United States Department of Agriculture (USDA)/Animal and Plant Health Inspection Service (APHIS)/Wildlife Services (WS) under a cost-reimbursable agreement with the U.S. Department of Defense (DOD), functioning through the Base Commander at TAFB. It includes a general description of the work to be done and a projected annual Financial Plan for the project. The Financial/Work Plan may be amended anytime by mutual agreement of both parties in writing or terminated by either party upon a 120 day written notice to the other party.

**ARTICLE II**

Authority exists under a Memorandum of Understanding between the DOD and WS to cooperate in animal damage assessment and control, and under the Animal Damage Control Act of March 2, 1931 as amended (46 Stat. 1468; 7 U.S.C. 426-426c) and the Rural Development Agriculture, and Related Agencies Appropriations Act, 1988 (P.L. 100-202) for WS, acting under the Secretary of Agriculture, to cooperate with States, individuals, and public and private agencies, organizations, and institutions in the control of wild animals injurious to agriculture, horticulture, forestry, animal husbandry, wildlife, and public health and safety.

**ARTICLE III**

USDA/APHIS/WS Agrees To:

- a. Provide the resources necessary to accomplish this project, including up to two (2) full-time personnel experienced in WDM to be stationed onsite, together with control equipment, supplies, permits and other support personnel and material.
- b. Coordinate all control activities with the appropriate local/State/Federal/Base officials.

- c. Provide WDM services in accordance with the mutually approved Annual Financial/Work Plan as may be amended.
- d. Annually submit to TAFB the next year's Annual Financial/Work Plan by 1 January of the year for which the plan is proposed. The Financial/Work Plan may be renewed by April 1<sup>st</sup> of each year as agreed upon by both parties.
- e. Submit quarterly WDM reports to TAFB. Reports will consist of, but not be limited to: wildlife species and number taken or hazed; removal/hazing method; location; date; time; reason for pest removal/control; and method and location of disposal/release. WS will also keep TAFB informed of all WS accomplishments by attending BASH meetings and providing any other mutually agreed upon reports.
- f. Assist TAFB public relations personnel in dissemination of information about control activities.
- g. Cooperate with and keep Base Operations informed of all WS activities within the aircraft operating area (AOA).
- h. Ensure WS vehicles operating within the AOA are properly marked and equipped with amber strobe lights.
- i. Ensure all animals and parts thereof taken by WS personnel are disposed of in accordance with Federal, state, and local laws and regulations.
- j. Bill TAFB quarterly during the fiscal year for reimbursement of the expenditures incurred by WS during the performance of agreed upon WDM activities.
- k. Obtain all permits, licenses, rights-of-entry, easements, and other entitlements needed to perform WDM services.
- l. Ensure costs for WDM services do not exceed the amount approved in the Financial/Work Plan.
- m. Ensure WDM activities are consistent with the Base Integrated Natural Resources Management Plan.

#### ARTICLE IV

##### TAFB Agrees To:

- a. Provide the necessary maps, security clearances and wildlife activity reports that may be needed to implement the Work Plan.
- b. Provide WS personnel with appropriate POV passes, two-way radios for communications with Base personnel, and identification cards to enter the base for daily work activities.

- c. Provide office space, computer, and secure storage space from which the work to be conducted under the work plan can be organized and implemented. Office space shall include a telephone line to facilitate communication between WS and TAFB.
- d. Reimburse WS for the cost of accomplishing the annual WDM program. These costs shall be applied toward the WS employee's salaries and operating expenses.
- e. WS being responsible for the administration and supervision of the program.
- f. Approve or disapprove the Annual Work/Financial Plan.
- g. Inspect and verify that all services provided by WS are conducted in accordance with the approved Financial/Work Plan.
- h. Work with WS to identify appropriate carcass disposal location(s).

#### **ARTICLE V**

Nothing in this Agreement shall prevent any other organization or individual from entering into separate agreements with WS for the purpose of providing WDM activities.

#### **ARTICLE VI**

That all WS activities will be conducted in accordance with all applicable Federal, State, and local laws, rules, and regulations. WS will obtain all applicable federal, state, and local permits as needed to fulfill this Agreement.

#### **ARTICLE VII**

TAFB's obligation under this Agreement is contingent upon the availability of appropriated funds from which payment for Agreement purposes can be made. No legal liability on the part of TAFB for any payment may arise until funds are made available to TAFB for this Agreement and until WS receives notice of such availability. WS shall not be obligated for performance under this agreement if appropriated funds are not available.

#### **ARTICLE VIII**

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 IX**

WS shall hold TAFB harmless from any liability arising from the negligent act or omission of a WS officer or employee acting within the scope of his or her employment to the extent compensation is available pursuant to the Federal Tort Claims Act (FTCA) (28 USC 2761 et. seq.) except to the extent that aforesaid liability arises from the negligent act or omission of TAFB employees, agents, or subcontractor(s). Such relief shall be provided pursuant to the procedure set forth in the FTCA and applicable regulations.

## **ARTICLE X**

This Agreement shall become effective upon the date of final signature and shall continue indefinitely. This Agreement may be amended anytime by mutual agreement of the parties in writing. Either party upon 120 days written notice to the other party may terminate it. In the event TAFB does not for any reason reimburse WS for authorized expenditures under this Agreement, WS is relieved of the obligations to continue any operations under this Agreement.

## **ARTICLE XI**

TAFB shall, as the Federal Agency requesting the project, funding the project, and having approval/disapproval authority of the project, be responsible for all NEPA compliance including completion of an Environmental Assessment (EA). TAFB shall be designated as the Lead Agency. WS, as experts in the field of Wildlife Damage Management, may review and comment on the EA. WS will also assist with Section 7 Consultations with the U.S. Fish and Wildlife Service and assist TAFB in describing alternatives and methods.

## **ARTICLE XII**

All accountable property (any value) and nonaccountable property (over \$100) purchased by WS in support of this Agreement shall become property of TAFB upon termination of this Agreement.

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

Date 23 MAR, 2001 DOD/TAFB

By Robert L Gambrell Jr  
COMMANDER, TINKER AIR FORCE BASE  
72d Air Base Wing

Date 3/13, 2001 USDA/APHIS/ WS

By John W. Taylor  
DIRECTOR, OKLAHOMA STATE WILDLIFE SERVICES

Date 3-14, 2001 USDA/APHIS/WS

By Michael V. Warden  
DIRECTOR, USDA/APHIS/WILDLIFE SERVICES WESTERN REGION