

COOPERATIVE AGREEMENT FOR THE PROTECTION
DEVELOPMENT AND MANAGEMENT OF FISH AND WILDLIFE
RESOURCES AT TINKER AFB, OKLAHOMA

PURPOSE AND AUTHORITY

This tripartite cooperative agreement by and between the Department of Defense functioning through the Installation Commander, Tinker AFB, under the authority in 16 USC 670a through f, 10 USC 2668 through 2671, (after this referred to as the Air Force)); the Department of Interior, functioning through the Regional Director of the US Fish and Wildlife Service under the authority in 16 USC 661 through 667e, 1531 through 1543, (after this referred to as the Service); and the State of Oklahoma, functioning through the Director, Oklahoma Department of Wildlife Conservation under the authority of Article 26 of the State Constitution and Title 29, Oklahoma Statutes 1981 (after this referred to as the Department) is entered into for the purpose of protecting, developing and managing the fish and wildlife resources at Tinker AFB, Oklahoma. This agreement is within the purview of Pub L, 91-190, National Environmental Policy Act 42, USC 4321, 4331 through 4335, and 4341 through 4347 and under the principles of multiple-use sustained-yield as explained in Pub L 86-517 (16 USC 528 through 531).

RESPONSIBILITIES

Whereas, the Air Force commander at Tinker AFB has jurisdiction over Tinker AFB and has the trusteeship responsibility to restore, conserve, and protect the fish and wildlife habitat thereon.

Whereas, the Service is the agency of the Federal Government primarily responsible for the welfare of fish and wildlife resources and research thereon with exclusive Federal responsibility to manage migratory birds and protect threatened and endangered species, and

Whereas, the Department was created under the laws of the State of Oklahoma to provide an adequate and flexible system of control, propagation, protection and regulation of resident fish and wildlife in Oklahoma; and Whereas, it is the mutual desire of the Air Force, the Service and the Department to work in harmony for the common purpose of developing, maintaining and managing the fish and wildlife resources at Tinker AFB for the best interest of the people of Oklahoma and the United States.

Therefore, it is mutually agreed that:

Section I. Joint Activities of Air Force, Service and Department:

1. The Service and Department will act in an advisory capacity to the Air Force in matters that pertain to fish and wildlife habitat management on lands administered by the Air Force.

2. No exotic plant or animal species will be introduced on Air Force controlled lands without the prior written approval by the Air Force, the Service and the Department.

3. All parties will cooperate in preparing a Fish and Wildlife Management Plan as prescribed in AFR 126-1 and in conducting fish and wildlife studies required under the National Environmental Policy Act on lands under Air Force control.

4. An interdisciplinary united approach will be promoted by all interested parties to resolve problems that relate to multiple use management of natural resources.

5. All parties will jointly meet at least once a year to discuss matters that relate to conserving and managing fish and wildlife resources on or affecting the lands administered by the Air Force. This includes law enforcement, educational programs, cooperative studies plans, surveys, hunting, fishing, trapping regulations and other matters as may be relevant to fish and wildlife conservation within the concept of multiple use management.

6. All hunting, fishing, and trapping at the installation will be according to Federal and state fish and game laws, the federal laws taking precedence only in the event of conflict.

7. User fee for on-base hunting and fishing will be charged under the authority in Pub L 86-797 (16 USC 670f) at a rate determined by the installation commander and shall be accounted for by the Air Force and used exclusively for the purpose of carrying out the approved fish and wildlife conservation program according to the approved fish and wildlife management plan (attachment 1). A user fee schedule is in attachment 2.

8. Such licenses and permits as required in paragraph 7 do not relieve the holders of the requirements of the Migratory Bird Hunting Stamp Act, as amended, that generally requires that no person sixteen

years of age or older shall take any migratory waterfowl unless at the time of such taking, he or she carries a valid, unexpired Federal migratory bird hunting stamp. In addition, hunters and anglers must have valid Oklahoma hunting/fishing licenses and tags unless otherwise exempt.

9. The use of chemical toxicants for controlling nuisance wildlife species on Air Force lands will be according to current Federal and state laws and regulations.

10. Nothing in this Cooperative Agreement is intended to modify, in any way, the present cooperative program with other public agencies, conservation groups or educational institutions, or modify any rights granted by treaty or otherwise to any Indian tribe or member thereof.

11. This agreement may be modified or amended in mutual agreement by the authorized representatives of the three agencies, provided the installation commander, on written notice to the Service and the Department, has the right to terminate this Agreement (in whole or part) at any time when, in his or her opinion, the installation's mission or other national security requirements make termination or modification a necessity.

Section II. Air Force Responsibilities.

Within the limitations of the assigned military mission and the availability of funds and manpower, the Air Force agrees to:

1. Provide access to authorized agents and employees of the Service and Department in the execution of this cooperative agreement unless security or other military exigency should prevent the granting of such access.

2. Regulate hunting, fishing and trapping on the installation according to applicable federal or state law, whichever is more restrictive.

However, in the event of a direct conflict of laws, the Federal law takes precedence.

3. Maintain favorable habitat for featured species of fish and wildlife by coordinating other land uses and accomplishment of direct habitat improvement measures according to the attached management plan (Attachment 1).

4. Protect threatened and endangered species and their habitat.

5. Provide three copies of related field reports, studies and evaluations; one to the major air command, one to AFESC/DEV Tyndall AFB, FL 32403, and one to the Department or Service as applicable.

Section III. Service Responsibilities.

Consistent with its primary objectives and responsibilities the service agrees within the limitations of funds and personnel to:

1. Give technical assistance in developing fish and wildlife resources for the aesthetic, recreational, and economic benefit of the public.

2. Make available, as requested, the services of a Special Agent to aid in enforcing of Federal regulations.

3. Provide technical assistance in the controlling nuisance species and resolving special problems that may arise subsequent to executing this working agreement.

4. Take part in fish and wildlife census surveys and make recommendations on how to protect threatened and endangered species.

5. Further the understanding of fish and wildlife conservation by conducting related research to solve field problems and assisting in related training programs.

6. Provide fish for stocking suitable waters according to the Service's stocking recommendations.

7. Provide four copies of related field reports, studies and evaluations to the installation commander. Send to: 2854 ABG/CC, Bldg 460, Tinker AFB, OK 73145.

8. Sample fish populations, check water quality and advise and give recommendations to manage and maintain the fish and wildlife and their habitat to the highest degree possible.

Section IV. Department Responsibilities.

Within the availability of funds and personnel, the Department agrees to:

1. Provide advisory and technical assistance for periodic fish and wildlife census to determine population trends and management recommendations for restoring or maintaining resident featured species.

2. Provide technical assistance in adjusting resident game populations when feasible to avoid damage to public health, safety and other resource values, and to furnish each year a statement of current state hunting season dates, and all state hunting laws and revisions.

3. Make available, on request, rangers for normal enforcement of state fish and game laws on Air Force lands.

4. Provide four copies of related reports, studies, and evaluations

5. Sample fish populations, check water quality and advise and give recommendations to manage and maintain the fish and wildlife and their habitat to the highest degree possible.

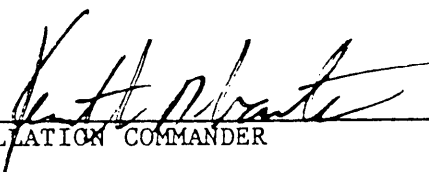
PUBLIC ACCESS

It is the policy of the Air Force to permit public access for outdoor recreational purposes to the greatest degree possible, this must be consistent with the Installation's safety and security requirements and the ability of the resource base to support such activities without degrading or impairing environmental qualities or morale, welfare and recreation programs. Therefore, the installation policy is:

To permit public use as long as the public user is an invited guest of an employee of Tinker, a military member or a retired civilian or military person. The invited guest must be accompanied by the person who extended the invitation.

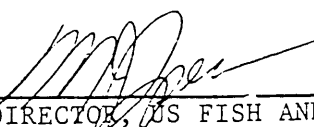
This cooperative agreement becomes effective on the date subscribed by the last signatory and continues in full force and effect until revised or terminated by any of the parties to this agreement.

Concurrences



INSTALLATION COMMANDER

99 JUL 1984
DATE



REGIONAL DIRECTOR, US FISH AND WILDLIFE SERVICE

OCT 4 1984
DATE



OKLAHOMA DEPARTMENT OF WILDLIFE CONSERVATION

7-23-84
DATE