

COOPERATIVE AGREEMENT  
OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY  
WILDLIFE SERVICES DIVISION  
AND  
UNITED STATES ARMY GARRISON (USAG) FORT SILL, OK

In accordance with 2 O.S.§12-1, 29 O.S.§5-201,5- 203.1, 5-502, and 63 O.S.§123.8, the Wildlife Services Division of the Oklahoma Department of Agriculture, Food, and Forestry (ODAFF, WS) is authorized to conduct, and enter into cooperative agreements for, wildlife damage management activities and programs in the state to protect agriculture, property, human health and safety and natural resources. This Cooperative Agreement (Agreement) is made to augment the wildlife damage management program in Oklahoma.

Therefore, it is mutually agreed that:

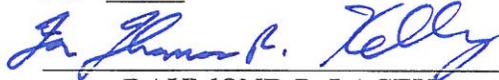
1. The wildlife damage management programs conducted under the terms of this Agreement shall be conducted by ODAFF, WS, or employees of the U.S. Department of Agriculture, Wildlife Services as defined in 2 O.S.§12-1. These same entities shall determine the appropriate salaries, employee expenses, plans and procedures necessary to best serve the interests of the parties hereto.
2. The USAG shall provide funds as outlined in the supplement to cooperative agreement. USAG may request feral hog and coyote control for the entire installation (Fort Sill) which is approximately 94,000 acres.
3. The Wildlife Services Division Director or designee shall certify the correctness of all claims paid by any party to this Agreement and shall perform such other administrative functions as are agreed upon provided that no funds of the cooperator will be collected or disbursed by any employee working under the terms of this agreement, or transferred to any such employee except in payment for salaries and expenses in accordance with the plans and procedures formulated and agreed to under paragraph 1, above.
4. Nothing in this Agreement shall prohibit or prevent ODAFF, WS or the cooperator from entering into cooperative agreements with other entities.
5. Statement of Assurance in compliance with 43 CFR 17 of the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) is hereby mutually agreed to by both parties.
6. All captured wildlife, wildlife parts, or naturally occurring part or product relating to their life history, including but not limited to eggs, nests, or other items ancillary to the wildlife species, shall be property of the cooperative Oklahoma Wildlife Services Program.

7. This Agreement and any continuation thereof shall be contingent upon availability of funds. It is understood and agreed that any monies allocated for the purpose of this Agreement shall be expended in accordance with its terms and in the manner prescribed by the fiscal rules and regulations and administrative policies of the agency making the funds available. No provision of this agreement shall be interpreted to require the obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341 or any other applicable provision of law.
8. This Agreement shall continue in force and effect until superseded or terminated. Terms and financing may be reviewed each year and confirmed by correspondence. The agreement shall be reviewed every three (3) years. It may be amended by mutual agreement and may be terminated by either party upon thirty (30) days written notice.
9. Points of contact (POCs) for the administration of this support agreement are as follows:
  - a. Ms. Winona Morris, Garrison Support Agreements Manager (SAM), and Joe Ragsdale Resource Management Office, (RMO) (IMWE-SIL-RMM), 909 NW Hamilton Road, Suite 112; Fort Sill, OK 73503-9004 DSN 639-3560/5803 or (580) 442-3560/5803(in Bldg 467), fax ext. 7978 E-mail Address: [winona.morris@conus.army.mil](mailto:winona.morris@conus.army.mil) or [joe.ragsdale@us.army.mil](mailto:joe.ragsdale@us.army.mil).
  - b. Mr. Phil Robinson, Oklahoma Department of Agriculture, (405) 522-5465, [Philip.L.Robinson@aphis.usda.gov](mailto:Philip.L.Robinson@aphis.usda.gov).

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

Date 3 FEB 20, 20 11

For USAG

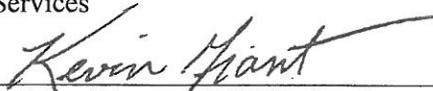


RAYMOND P. LACEY  
COL, FA  
Garrison Commander

Date 2-28, 20 11

Oklahoma Department of Agriculture Food and Forestry,  
Wildlife Services

By



Division Director, Wildlife Services