

**COOPERATIVE SERVICE AGREEMENT**  
**between**  
**CITY AND COUNTY OF DENVER**  
**DENVER INTERNATIONAL AIRPORT (COOPERATOR)**  
**and**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)**  
**WILDLIFE SERVICES (WS)**

**ARTICLE 1 – PURPOSE**

The purpose of this Cooperative Service Agreement, Work Plan, and Financial Plan (collectively referred to as the “Agreement”) is to facilitate a cooperative program on behalf of the City and County of Denver (“CCD”) which wishes to retain the professional services of APHIS WS for technical, research, and operational assistance for Wildlife Management Program at Denver International Airport (“DEN”) for a five-year period ranging from 2022-2026, at a total five-year cost not to exceed Three Million Sixty Nine Thousand Eight Hundred Seventy Eight Dollars and two Cents (\$3,069,878.02). Under this agreement APHIS-WS agrees to provide wildlife control measures in accordance with Federal Aviation Regulations Part 139.337, Wildlife Hazards Management and provide immediate assistance to help alleviate wildlife hazards to aviation and protect human health and safety, as defined in the Work Plan (Attachment A) and Financial Plan (Attachment B).

**ARTICLE 2 – AUTHORITY**

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.

**ARTICLE 3 - MUTUAL RESPONSIBILITIES**

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto as Amendment A and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.

2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. All equipment with a purchase price of \$5,000 or more per unit, purchased directly with funds from the cooperator for use on this project shall be subject to disposal according to APHIS policy, and shall be specifically listed in the attached work plan and financial plan. Property title/disposal shall be determined when this project (including all continuations and revisions of this agreement) terminates, or when the equipment is otherwise directed to other projects, whichever comes first. If the equipment is sold prior to the project end, the proceeds should be allocated according to APHIS policy. Continuations and revisions to this agreement shall list any equipment with a purchase price of \$5,000 or more per unit, carried over from a purchase directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.
4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.
5. To confer and plan a Wildlife Damage Management ("WDM") program that addresses the need for managing conflicts caused by wildlife and nuisance animals at DEN in Denver, Colorado. The activities will include employing available technologies in an operational program, continuing to collect data for annual wildlife monitoring reports, as well as information transfer via training, written and oral reporting. Based on this consultation, APHIS WS will formulate the WDM and associated budget in writing and present them to the Cooperator for approval.
6. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan. ("Program" is defined as the services to be performed by APHIS WS pursuant to this Agreement, as set forth more fully in the Work Plan). Personnel authorized to attend meetings under this Agreement shall be DEN's Director of Airside Operations or his/her designee, the APHIS WS State Director or her/his designee, and/or those additional persons authorized and approved by the Director of Operations and the State Director.
7. APHIS WS will provide overall direction and control of the program.

#### **ARTICLE 4 - COOPERATOR RESPONSIBILITIES**

Cooperator agrees:

1. To designate the following Aviation Operations Manager as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement;  
Sarah Steves  
Senior Operations Manager  
8500 Pena Boulevard  
Denver, CO 80249-6340

2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan to help alleviate human health and safety risks and property damage associated with wildlife-aircraft strikes in the airport environment. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program. Meetings include internal meetings between Cooperator and APHIS-WS, as well as any external meetings that Cooperator requests APHIS-WS attend either on their behalf or with them.
7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.
8. To obtain the appropriate permits for removal activities for species listed in the Work Plan and list USDA, APHIS, Wildlife Services as subpermitees.
9. To provide an indoor working space to complete necessary paperwork.
10. The Cooperator will not be connected to the USDA APHIS computer network(s).
11. To allow APHIS-WS access to the Veoci record keeping system at DEN for the purpose of monitoring wildlife activities and/or control work performed.
12. To provide APHIS-WS with radios and radio frequencies when necessary for operational purposes, to be used only while conducting official business on behalf of Cooperator with the permission of Aviation Operations Manager.
13. To allow the APHIS-WS Biologists and/or Specialists to attend, at the expense of DEN, conference(s) and training to maintain their professional certification and agency

requirements as determined by their supervisor. Expenses for this travel are included in the main funding amounts set forth in Article I of this agreement, and not within any allocations for extra work pursuant to this Agreement. Daily travel rates shall not exceed the US General Services Administration (“GSA”) daily rate at which federal travelers will be reimbursed for lodging, meals, and incidental expenses while on official business.

## **ARTICLE 5 – APHIS-WS RESPONSIBILITIES**

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.  
Martin Lowney  
Colorado State Director, APHIS-WS  
12345 W. Alameda Parkway, Suite 204  
Lakewood, CO 80228  
303-328-9041  
Martin.S.Lowney@usda.gov
2. To conduct activities at sites designated by DEN as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
4. To invoice Cooperator quarterly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Invoices shall be submitted on or after the fifteenth day at the beginning of each quarter to include work conducted during the previous quarter. The billing cycle for this Agreement may be adjusted to monthly billing as coordinated through the Aviation Operations Manager and APHIS-WS.

APHIS-WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than three years from the date of completion of the services provided under this Agreement and the Cooperator and its Auditor shall have the right to inspect and audit such records. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

5. To designate to personnel at DEN the authorized APHIS-WS individuals who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
6. The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
7. To coordinate, to the extent practicable, with Cooperator before responding to media requests which refer to DEN in connection with this Agreement, and to collaborate with the Cooperator on the release of other items in connection with this Agreement, including advertisements, presentations, or the issuance of literature of any kind which refers to DEN or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement.
8. To obtain and maintain security training (SIDA) and Federal Aviation Regulations (FAR) Title 14 of the Code of Federal Regulations, Parts 139.337 and 139.303 training for all personnel as detailed in the Work Plan. Employees who are designated by APHIS WS to have driving privileges on the AOA must possess a valid driver's license and attend DEN driver training. APHIS-WS vehicles will display proper identification and vehicle permits according to DEN regulations while on the airfield.
9. APHIS WS, will, to the extent practicable, coordinate with Aviation Operations Manager or his designees, prior to contacting any surrounding landowners or land managers within a 5-mile radius of DEN. Information pertaining to such communications or any control work conducted will be provided within the Annual Report submitted to the Cooperator.

#### **ARTICLE 6 – CONTINGENCY STATEMENT**

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

#### **ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE**

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.



## **ARTICLE 8 – CONGRESSIONAL RESTRICTIONS**

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 9 – LAWS AND REGULATIONS**

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

## **ARTICLE 10 – LIABILITY**

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

## **ARTICLE 11 – 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 applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

## **ARTICLE 12 – FAILURE TO PAY FEES**

The cooperator is liable for fees assessed for services performed under this agreement. APHIS-WS will assess a late payment penalty for failure to pay fees when due. In addition, the overdue fees shall accrue interest as required by 31 U.S.C. sec. 3717.

## **ARTICLE 13 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS**

This agreement shall become effective on January 01, 2022, and shall continue through December 31, 2026, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

## **ARTICLE 14- CCD APPROPRIATION**

Any other provision of this Agreement notwithstanding, in no event shall the Cooperator be liable for payment for services rendered and expenses incurred by A PHIS WS under the terms of this Agreement for any amount in excess of the sum of Three Million Sixty Nine Thousand Eight Hundred Seventy Eight Dollars and two Cents (\$3,069,878.02), unless this Agreement is amended to increase such amount. All payments under this Agreement shall be paid from the "City and County of Denver Airport System Operations and Maintenance Fund" and from no other fund or source. The Cooperator is under no obligation to make payments from any other fund or source or to make any future encumbrances or appropriations or allocations for this Agreement, nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Liability.

**END OF AGREEMENT- SIGNATURE PAGES AND ATTACHMENT A- WORK PLAN  
and ATTACHMENT B- FINANCIAL PLAN FOLLOW**

**Contract Control Number:**  
**Contractor Name:**

PLANE-202055858-00  
US DEPARTMENT OF AGRICULTURE

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: 84-6000580  
APHIS-WS's Tax ID NOo.: 41-069271

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at  
Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_



**Contract Control Number:**  
**Contractor Name:**

PLANE-202055858-00  
US DEPARTMENT OF AGRICULTURE

By: See Attached \_\_\_\_\_

Name: Martin S. Lowney  
\_\_\_\_\_  
(please print)

Title: Colorado State Director, Wildlife Services  
\_\_\_\_\_  
(please print)

ATTEST: [if required]

By: See Attached \_\_\_\_\_

Name: Keith P. Wehner  
\_\_\_\_\_  
(please print)

Title: Western Region Director, Wildlife Services  
\_\_\_\_\_  
(please print)

**Contract Control Number:**  
**Contractor Name:**

PLANE-202055858-00  
US DEPARTMENT OF AGRICULTURE

By: Mart S. Lowney 6-17-21

Name: Martin S. Lowney

Title: Colorado State Director, Wildlife Services

ATTEST: [if required]

By: Keith P. Wehner 6/22/21

Name: Keith P. Wehner

Title: Western Region Director, Wildlife Services

## ATTACHMENT A: WORK PLAN

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<b>Cooperator:</b>	Denver International Airport
<b>Cooperative Service Agreement No.:</b>	22-7308-5358-RA
<b>WBS Element:</b>	AP.RA.RX08.73.0385
<b>FMMI Shorthand Code:</b>	22XXWSWR0808REIMBRX0385
<b>Location:</b>	Denver, Colorado
<b>Dates:</b>	January 1, 2022 – December 31, 2022

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In accordance with the Cooperative Service Agreement between City and County of Denver, Denver International Airport (DEN) and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

### A. JUSTIFICATION AND OBJECTIVES

The APHIS WS program is a non-regulatory, federal, cooperative wildlife management program whose mission is to provide federal leadership in reducing conflicts between people and wildlife and has the primary responsibility for responding to threats caused by wildlife. A growing focus of APHIS WS is to help promote the safe operation of aircraft by working with airport managers and operators to document, assess, and manage wildlife hazards at airports throughout the United States.

Wildlife-related events at airports may result in monetary losses, equipment and infrastructure damage, and human injuries or death. Maintenance of aviation safety is the top concern of APHIS-WS in working with airports to reduce wildlife hazards. Human injuries and loss of life are the most significant consequences of wildlife strikes with aircraft.

The objective of this Agreement is to support maintenance and implementation of the Wildlife Hazard Management Plans (WHMP) and to enhance compliance with the requirements of Federal Air Regulation (FAR) Part 139.337 at Denver International Airport (DEN). This objective also involves technical assistance and direct management of hazardous wildlife and assistance with wildlife attractant management efforts on and near DEN.

To provide a basis against which wildlife hazard management efforts will be measured, APHIS WS will use monitoring of wildlife presence at DEN and at identified off-airport locations. This basis will be used in conjunction with other available reports such as wildlife strike statistics to determine the effectiveness of programs implemented by APHIS WS for DEN.

### B. RESULTS AND BENEFITS EXPECTED

Expected benefits from the presence of APHIS WS Wildlife Damage Management Biologists and Wildlife Specialists for DEN include:

- 1) Enhanced identification and assistance in alleviating of wildlife hazards to aviation.

- 2) Coordinating a Wildlife Hazard Committee and holding monthly meetings.
- 3) Assistance with strategic planning of wildlife management program.
- 4) Support on wildlife damage management issues with regulatory agencies, the public, or others.
- 5) Report preparation on wildlife species presence and seasonal and behavioral activity of wildlife (using quantitative data).
- 6) Compliance with FAA requirements for WHAs, Annual Monitoring Reports, and WHMP's.
- 7) Enhanced training for airport personnel.
- 8) Maintaining wildlife management data.

### **C. PLANNED APHIS-WS ACTIVITIES AT DEN**

Unless stated otherwise, activities listed below are conducted year-round.

#### 1. Routine Monitoring of Wildlife Presence at and around DEN

APHIS WS Biologists and/or Specialists will continue to monitor wildlife activity at and around the airports. APHIS WS will conduct wildlife surveys for a minimum of two survey days per month, or adjusted as needed, and as documented in a protocol developed for DEN based on FAA guidance. APHIS WS will use data to write annual monitoring reports, support airport funding requests, evaluate wildlife management measures, and adapt current wildlife management strategies. Additional monitoring can be conducted as requested by DEN.

#### 2. Assist Airport Operations with Wildlife Hazard Management

APHIS WS Biologists and/or Specialists will support and enhance current actions by the Operations Staff at DEN. APHIS WS will be available to assist with wildlife hazard management on and off the airport (where permitted and approved by DEN Operations), species identification, and collection and analysis of data. Hazards requiring immediate attention will be communicated as soon as possible to the Operations Staff at DEN or handled by the APHIS WS personnel on-site. The APHIS WS Biologists and/or Specialists will use a variety of means to meet this goal: classroom training; person-to-person training; wildlife hazard committee meetings; and relationship development.

#### 3. Liaison with Off-airport Land Managers and Owners

APHIS WS Biologists will assist in developing relationships with land managers and owners within a five-mile radius of DEN where wildlife attractants have been identified, in accordance with FAA Advisory Circular 150/5200-33b. At the request of DEN, the APHIS WS Biologists and/or Specialists may, explain the benefits, recommend wildlife hazard mitigation solutions and work with these individuals or agencies to implement solutions. APHIS WS will notify DEN of any communications with surrounding landowners or land managers within a five-mile radius of DEN and will include any information in the annual report regarding contact and control efforts with off-airport landowners or land managers.

#### 4. Wildlife Attractants

APHIS WS Biologists and/or Specialists will assist DEN in identifying wildlife attractants that need attention. APHIS WS will apprise DEN of these areas when found and recommend measures to minimize or eliminate wildlife use of these areas. Implementation of these recommendations (including costs) is at the discretion of DEN or in accordance with the FAA-approved Wildlife Hazard Management Plan (WHMP).

#### 5. Research Conducted at DEN

Research that is implemented by APHIS WS at DEN will be directed by the National Wildlife Research Center (NWRC). NWRC oversees research only. All research will be coordinated with DEN. All scientific results and publications will be reviewed and approved by DEN before reports or publications are submitted.

#### 6. Wildlife Hazard Management Plans

APHIS WS will meet at least annually with DEN to review the WHMP and will work cooperatively with the Wildlife Hazard Committee at DEN in the implementation of the current FAA-approved WHMP.

#### 7. Strike Reports

APHIS WS will work with DEN to ensure that whole and accurate strike records are maintained in the FAA National Wildlife Strike Database. APHIS WS Biologists and/or Specialists may also work with airport tenants, such as airline or ATCT personnel, to enhance and improve wildlife strike reporting understanding, frequency, and accuracy. APHIS WS can also conduct training on strike collection efforts to any airport tenants or vendors

#### 8. Meeting or Committee Participation

APHIS WS Biologists and/or Specialists may serve with other Operations staff or other department on any land use development related to wildlife hazard management in order to reduce or eliminate potential attractants. The APHIS WS Biologists and/or Specialists will represent DEN interests, actions and history regarding airport wildlife hazard management. The APHIS WS Biologists and/or Specialists will coordinate and attend any Wildlife Hazard Committee that meets on a monthly basis and that is comprised of representatives of groups that are involved in managing wildlife hazards at DEN including, but not limited to, Operations staff, Field Maintenance staff, Properties Management, Environmental and Engineering, airlines, or other tenants operating at DEN, including Air Traffic Control, Parking Administration, etc. APHIS WS Biologists and/or Specialists may attend other meetings to discuss airport wildlife management issues at the request of DEN.

#### 9. Review of New Construction and Land Use Practices

APHIS WS Biologists will participate in the initial and early phases of airport construction projects to avoid any inadvertent increase in wildlife hazards resulting from architectural or landscape changes. Recommendations will be provided and included within the annual report to ensure that new projects and construction activities are designed in a manner that minimizes wildlife attractants.

#### 10. Annual Training

Qualified APHIS WS Airport Biologists will serve as trainers to satisfy FAR Part 139.303(e) (5) and Advisory Circular 5200-36 requirements for airport personnel, when requested. The APHIS WS Biologists may also train other people with relationships to the airport such as other departments, FAA, Tenants, or Vendor employees, when requested. When appropriate, the APHIS WS Biologists may also be asked to conduct other trainings or outreach for DEN. Any training efforts will be included on the annual report.

#### 11. Vendors and Tenants

APHIS WS Biologists and/or Specialists will support DEN in working with vendors and tenants (i.e., food retailers, airlines, taxis) to minimize wildlife attractants, assist Denver Police

Department in enforcing the no-feeding policy and increase wildlife strike reporting. Additionally, APHIS WS Biologists and/or Specialists may provide training to and work directly with vendors and tenants.

#### 12. Media Relations and Public Notices

APHIS WS will, where practicable, provide Media Relations at DEN with scientifically based information regarding wildlife and wildlife hazard management at airports.

To the extent feasible and in accordance with applicable laws, APHIS WS and DEN agree to coordinate prior to responding to any requests regarding wildlife issues involving APHIS WS activities at DEN. APHIS WS recognizes that the data collected under this Agreement belongs to DEN and may not be willingly distributed without the consent of DEN.

#### 13. Permits

APHIS WS Biologists and/or Specialists will take (capture/depredate/relocate) wildlife under DEN depredation permit. Under exceptional circumstances, if allowed by permit conditions, APHIS WS will take wildlife under APHIS WS permits when DEN permits do not allow the take. APHIS WS will compile and submit records relevant to work conducted under permits issued to APHIS WS to the permitting agencies and to DEN.

#### 14. Data Collection

APHIS WS will document all monitoring and management data in one consolidated database accessible to APHIS WS Biologists and/or Specialists. Data can be made available to Operations staff upon request.

#### 15. Other Wildlife Hazard Management Measures

APHIS WS will assist DEN with wildlife-related issues not listed above, as requested, and as approved by the APHIS WS Supervisor

### **D. RESOURCES REQUIRED**

DEN Operations will appoint an individual as a point of contact and will provide logistical support in addition to any necessary security identification display area badge(s) for APHIS WS Biologists and/or Specialists, and vehicle access to the respective airfields in coordination with operations (provided that vehicle meets FAA requirements for driving on an airfield). Other necessary resources include suitable office and warehouse space for each full-time employee that is strictly dedicated to an airport and space to store equipment and firearms.

A Wildlife Damage Management Biologist is defined as a person who meets the following requirements:

1. Four-year college degree in wildlife biology or a closely related field and a minimum of one year of airport wildlife damage management experience.
2. Able to collect, summarize, and analyze wildlife data.
3. Able to prepare technical reports and issue recommendations as requested.

A Wildlife Specialist is defined as a person who meets the following minimum qualifications:

1. Two-year college degree in wildlife biology or a closely related field and/or general wildlife damage management experience and is able to conduct wildlife damage management.



2. Able to collect and summarize wildlife data.
3. Able to provide technical data as requested.

All APHIS WS personnel will be supervised by the District Supervisor in the APHIS WS Lakewood District Office.

#### **E. STIPULATIONS AND RESTRICTIONS**

1. APHIS WS Biologists will coordinate their leave schedules to maximize coverage at DEN in the event of an emergency.
2. In the event that an APHIS WS employee is on leave, every effort will be made to ensure that work is covered. If those shifts cannot be covered, APHIS-WS will notify Airport Operations at DEN in advance of any scheduled leave. In general, leave will be approved by the APHIS WS Supervisor and posted by the employee on a monthly calendar or itinerary for dissemination to those concerned.
3. APHIS WS will have permission of Airport Operations to maintain firearms at DEN, to store them in an APHIS WS firearm safe accessible only to APHIS-WS, and to discharge firearms and pyrotechnics in safe areas on the airfield.
4. APHIS WS activities under this Agreement will be limited to DEN, surrounding areas, and other sites mentioned in this Agreement. Techniques will be environmentally sound, safe, and selective. All program activities will comply with applicable local, state, and federal laws and regulations as well as DEN policies, rules, and regulations. If applicable, both federal and state permits will be secured to perform the work outlined in this Agreement. These activities will be within the policy guidelines of APHIS WS and will comply with the National Environmental Policy Act.
5. All operations shall have the joint concurrence of APHIS-WS and (Cooperator) and shall be under the direct supervision of APHIS-WS. APHIS-WS will conduct the program in accordance with its established operating policies and all applicable State and Federal laws and Regulations.
6. Control on Private and Public lands: A Work Initiation Document for Wildlife Damage Management - Private and Public Lands (WS Form 12A) will be executed between APHIS-WS and the landowner, lessee, or administrator before any APHIS-WS work is conducted.
7. Control on Urban Lands: A Work Initiation Document for Wildlife Damage Management-Urban Lands (WS Form 12C) will be executed between APHIS-WS and the landowner, lessee, or administrator before any APHIS-WS work is conducted.

#### **F. SAFETY**

APHIS WS will conduct operations in accordance with DEN safety, security, and environmental regulations and procedures. All other safety requirements of APHIS WS, the FAA, and DEN will be met by APHIS WS as required.

## **G. REPORTS**

APHIS WS will submit annual reports of activities, depredations, observations, recommendations, and communications to DEN. APHIS WS collect data for annual monitoring reports. Reports will include wildlife population trends, wildlife management efforts, strike analysis, recommendations, etc. APHIS WS will submit the annual monitoring report to the Wildlife Hazard Committee no later than March of the following year.

## **H. MEASURES OF ACCOMPLISHMENT**

Long-term trends related to wildlife hazards at DEN will serve as measures of accomplishment (e.g., wildlife presence, damaging strikes, etc.). Other measures may include the number of DEN Operations staff trained, number of presentations given, or training received and implemented.

## Attachment B: FINANCIAL PLAN

FY2022 - FY2026 Wildlife Management Program at Denver International Airport					
Cost Element	Year 1	Year 2	Year 3	Year 4	Year 5
	1/1/22 - 12/31/22	1/1/23 - 12/31/23	1/1/24 - 12/31/24	1/1/25 - 12/31/25	1/1/26 - 12/31/26
Salaries & Benefits	\$ 423,548.32	\$ 436,142.72	\$ 449,130.24	\$ 462,533.76	\$ 476,478.08
Travel	\$ 2,000.00	\$ 2,000.00	\$ 2,800.00	\$ 4,000.00	\$ 4,000.00
Supplies	\$ 25,960.00	\$ 26,160.00	\$ 26,160.00	\$ 26,160.00	\$ 27,710.00
Equipment	\$ 3,318.41	\$ 3,318.41	\$ 3,318.41	\$ 3,318.41	\$ 3,318.40
Services	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
Sub-Total	\$ 455,426.73	\$ 468,221.13	\$ 482,008.65	\$ 496,612.17	\$ 512,106.48
Program Support 16.15%	\$ 73,551.42	\$ 75,617.71	\$ 77,844.40	\$ 80,202.87	\$ 82,705.20
Pooled Job Cost 11.00%	\$ 50,096.94	\$ 51,504.32	\$ 53,020.95	\$ 54,627.34	\$ 56,331.71
Total per Year	\$ 579,075.09	\$ 595,343.17	\$ 612,874.00	\$ 631,442.37	\$ 651,143.39
GRAND TOTAL	\$ 3,069,878.02				
*The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement but may not exceed the total estimated cost given during each agreement year. APHIS WS staff may be compensated at regular time, night-time-differential, and/or overtime pay rates in accordance with programmatic Directives to accomplish the purpose of this agreement.					
DEFINITIONS:					
Personnel: personnel costs including salary, benefits, annual and sick leave.					
Travel: personnel transportation, lodging, per diem, and vehicle rental costs.					
Supplies: includes items of less than one-year shelf life including ammunition, bird scare cartridges, some animal traps, gasoline for ATV's, and office supplies.					
Equipment: includes durable items with a useful life greater than a year including some animal traps, firearms, and ATV's.					
Services: contracted services for program support.					
Pooled Job Costs: expenses that may not be particularly identified with a particular project or program and is distributed to all identifiable projects or programs to which it pertains. We use Pooled Job Cost funds to recover the cost to operate, maintain, repair, and replace a vehicle(s).					
Program Support: expenses incurred for a common objective not readily identifiable with a particular project or program. Examples of this expense are some administrative personnel costs, environmental compliance, Family and Medical Leave Act, or uniforms.					

### Financial Point of Contact/Billing Address [as appropriate]:

Cooperator Name, Address, Phone Number, Email

APHIS-WS State Office Name, Address, Phone Number, Email

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