

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
ANIMAL DAMAGE CONTROL

AGREEMENT FOR CONTROL OF ANIMAL DAMAGE
ON ~~PUBLIC~~ PRIVATE PROPERTY

Agreement

Date 04/06/11
MM DD YY

TYPE OF AGREEMENT - "✓" ALL THAT APPLY

1. Temporary Agreement
 2. Urban Agreement

3. Continuation Form
 4. Amendment of an Existing Agreement

5. Addendum on File
 6. Supplement is not Required
 7. Special Considerations in Section 6

SECTION 1	<p>Cooperator's Name Cooperator's Address Common Name Representative's Name</p>																																
SECTION 2	<p>A. ADC Employee Name, ADC Code, State Code, and County Code</p> <p><u>Douglas Elhang</u></p> <p>ADC Employee Name ADC Code <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/> ADC Employee Name ADC Code <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/> State <input type="checkbox"/><input type="checkbox"/> County <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></p>	<p>B. List each Land Class with its Corresponding Acreage</p> <table border="1"> <thead> <tr> <th>LAND CLASS</th> <th>ACRES</th> </tr> </thead> <tbody> <tr><td>1st</td><td><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></td></tr> <tr><td>2nd</td><td><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></td></tr> <tr><td>3rd</td><td><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></td></tr> <tr><td>4th</td><td><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></td></tr> <tr><td>Total Acreage Protected</td><td><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></td></tr> </tbody> </table>	LAND CLASS	ACRES	1st	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	2nd	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	3rd	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	4th	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Total Acreage Protected	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<p>C. If this is an Adjoining Property Agreement, List the Properties Protected</p> <table border="1"> <tr><td><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></td></tr> </table>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<p>D. List all Species to be Targeted During Damage Control Activities</p> <table border="1"> <thead> <tr> <th>SPECIES</th> <th>CODE</th> </tr> </thead> <tbody> <tr><td><u>Turkey Vulture</u></td><td><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></td></tr> <tr><td></td><td><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></td></tr> <tr><td></td><td><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></td></tr> <tr><td></td><td><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></td></tr> <tr><td></td><td><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></td></tr> </tbody> </table>	SPECIES	CODE	<u>Turkey Vulture</u>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
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SECTION 3	<p>In consideration of the benefits to be derived from the proper control of damage caused by those species listed in Section 2(D) of the agreement, I the undersigned authorized representative of the above listed cooperator, do hereby give my consent, and authorize, to the Animal and Plant Health Inspection Service (APHIS), (to include its officials, employees, and agents) to use, upon lands owned, leased, or otherwise controlled by the cooperator I represent, and identified by this agreement, the following methods and devices:</p> <table border="1"> <thead> <tr> <th>METHOD</th> <th>CODE</th> <th>METHOD</th> <th>CODE</th> <th>METHOD</th> <th>CODE</th> <th>METHOD</th> <th>CODE</th> </tr> </thead> <tbody> <tr> <td><u>Shooting</u></td> <td><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></td> <td></td> <td><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></td> <td></td> <td><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></td> <td></td> <td><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></td> </tr> <tr> <td><u>Effigy</u></td> <td><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></td> <td></td> <td><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></td> <td></td> <td><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></td> <td></td> <td><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></td> </tr> </tbody> </table>				METHOD	CODE	METHOD	CODE	METHOD	CODE	METHOD	CODE	<u>Shooting</u>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<u>Effigy</u>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					
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SECTION 4	<p>I, as representative of the cooperator, have been informed of the methods and the manner in which the control materials and devices listed in Section 3 will be used, and of the possible hazards associated with their use. I understand that APHIS, such to include its officers, employees, and agents will exercise reasonable precautions to safeguard all persons and to prevent injury to animal life other than those listed in Section 2(D) above; guard against the mishandling of control devices and materials; and exercise due caution and proper judgment in all control operations.</p>																																
SECTION 5	<p>In consideration of these understandings and of the benefits to be derived, the cooperator that I represent, agrees to take reasonable precautions to prevent injury to livestock and other domestic animals, assume responsibility for injury to property owned by the cooperator or under the cooperator's control, when said injury is not the result of negligence on the part of APHIS; assist in maintaining such warning signs as APHIS may place out for the purpose of notifying persons entering onto such lands of the possible hazards associated with animal control measures in use thereon; and to give adequate warning to persons authorized by the cooperator to enter onto such lands, of these possible hazards.</p> <p>In recognition of the benefits to be derived from the use of the specified methods and devices authorized by this agreement, the cooperator that I represent agrees not to concurrently use or allow to be used upon lands covered by this agreement, any toxic material that might reasonably be expected to take a serious toll on the above Section 2(D) unless such use of said material is agreed to by APHIS in writing.</p> <p style="text-align: center;">This agreement may be revoked by either party by a 30-day written notice.</p>																																
SECTION 6	<p>Special Considerations:</p>																																

(b) (6)

<p>Cooperator's Representative: <u>PROPERTY OWNER</u></p>	<p>ADDRESS</p>	<p>DATE</p> <p><u>4.6.11</u></p>
<p>Signature and Title (APHIS Representative): <u>Douglas Elhang Wildlife Biologist</u></p>	<p>ADDRESS <u>111 N. Sherman Ave. Colorado Springs, CO 80909</u></p>	<p>DATE</p> <p><u>4/6/11</u></p>

MAY 03 2011

COOPERATIVE SERVICE FIELD AGREEMENT

(b) (6)

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project as described below.
~~TO CONDUCT PRAIRIE DOG CONTROL ACTIVITIES USING ALUMINUM PHOSPHIDE.~~

Turkey Vulture control

ARTICLE 2

Authority exists under the Act of March 2, 1931 (46 Stat. 1489; 7 U.S.C. 426-426b) as amended, and under the Rural Development, Agriculture, and Related Agencies Appropriations Act of 1988, (Public Law 100-202, 7 USC 426c) for Wildlife Services to cooperate and enter into agreements with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions to manage wildlife damage.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. APHIS-WS will provide the requested wildlife damage management service;
2. The Cooperator will reimburse the U.S. Department of Agriculture the sum of NTE \$ 500.00 to cover the costs listed below:
NOT TO EXCEED AMOUNT TO BE BILLED AT A RATE OF \$30.00 PER HOUR TREATED BY WS SPECIALIST CONDUCTING THE WORK.
3. Payment will be made by check payable to U.S. Department of Agriculture by mutually agreed upon date. In accordance with the Debt Collection Improvement Act (DCIA) of 1996, invoices issued quarterly by APHIS-WS are due and payable within 30 days of receipt.
4. The performance of WDM 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 WDM actions until it has made the determination of such compliance.
5. Nothing in this Agreement shall prevent any other individual or organization from entering into separate Agreements with APHIS-WS for the purpose of controlling wildlife damage.
6. That APHIS-WS has advised the Cooperator that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, Cooperator requests that APHIS-WS provide wildlife management services as stated under the terms of this Agreement.

ARTICLE 4

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

ARTICLE 5

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 there from.

ARTICLE 6

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

All WDM activities will be conducted in accordance with applicable Federal, State, and local laws and regulations.

This Agreement shall become effective 4/6/11, and shall continue in effect until completion of project. This agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not, for any reason, reimburse expended funds, APHIS-WS is relieved of the obligation to provide services under this Agreement.

(b) (6)

(b) (6)

Cooperator's Federal Tax Identification Number

(b) (6)

4.6.11
Date

U.S. DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

Michael A. Yeary
12345 W. Alameda Pkwy, Ste 204
Lakewood, CO 80228
(303) 236-5810

[Signature]
State Director's Signature

5-4-11
Date