

**Attachment 3 to AIP Program Guidance Letter 09-01,
Eligibility of Wildlife Hazard Assessments**

Contents

- 1. WHA Long Agreement Template**
- 2. WHA Short Agreement Template**

Cancelled

**AGREEMENT
Between**

<**PUBLIC AGENCY**>
And

(**CONSULTANT**)

ARTICLE 1

The purpose of this Agreement is to conduct a Wildlife Hazard Assessment for the
<**PUBLIC AGENCY**> at the <**AIRPORT**>

ARTICLE 2

<**PUBLIC AGENCY**> and <**CONSULATANT**> mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

<**PUBLIC AGENCY**>: Name
Address

<**CONSULTANT**>: Name
Address

2. 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 (Attachment A). Personnel authorized to attend meetings under this Agreement shall be <**PUBLIC AGENCY'S REPRESENTATIVE NAME**> or his/her designee, the <**CONSULTANT'S REPRESENTATIVE**>.
3. The <**CONSULTANT**> shall perform services more fully set forth in the Work Plan, which is attached hereto 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.

ARTICLE 3

<PUBLIC AGENCY> agrees:

1. To authorize <CONSULTANT> to conduct direct control activities to reduce human health and safety risks and property damage associated with <.....>. These activities are defined in the Work Plan. <CONSULTANT> will be considered an invitee on the lands controlled by <PUBLIC AGENCY>. <PUBLIC AGENCY> will be required to exercise reasonable care to warn the <CONSULTANT> as to dangerous conditions or activities in the project areas.
2. To reimburse the <CONSULTANT> for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). <PUBLIC AGENCY> will begin processing for payment invoices submitted by <CONSULTANT> within 30 days of receipt. The <PUBLIC AGENCY> ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to <CONSULTANT> the <PUBLIC AGENCY'S> authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify <CONSULTANT> verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. <CONSULTANT> shall be responsible for administration and supervision of the program.
6. All equipment purchased for the program is and will remain the property of <CONSULTANT>.
7. To coordinate with <CONSULTANT> before responding to all media requests.
8. To obtain the appropriate permits for removal activities for <SPECIES> and list <CONSULTANT>, Wildlife Services as subpermittees.
9. To provide an indoor working space to complete necessary paperwork.

ARTICLE 4

<CONSULTANT> Agrees:

1. To conduct activities at <PUBLIC AGENCY> as described in the Work and Financial Plans.

2. Designate to < PUBLIC AGENCY > the authorized <CONSULTANT> individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill < PUBLIC AGENCY > for actual costs incurred by <CONSULTANT> during the performance of services agreed upon and specified in the Work Plan. <CONSULTANT> shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and < PUBLIC AGENCY > shall have the right to inspect and audit such records.

Or

To deposit \$ < > as specified in the Financial Plan upon execution of this Cooperative Service Agreement for services agreed upon and specified in the Work Plan. <CONSULTANT> shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and < PUBLIC AGENCY > shall have the right to inspect and audit such records.

4. To coordinate with < PUBLIC AGENCY > before responding to all media requests.

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 therefrom.

ARTICLE 6

The performance of wildlife damage management actions by <CONSULTANT> 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. <CONSULTANT> will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ATTACHMENT A WORK PLAN

Introduction

The Consultant may use an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or “Integrated Pest Management”) in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

Planned Consultant Activities

Effective Dates

This agreement shall commence on <DATE>, and shall expire on <DATE>, not to exceed X months

**ATTACHMENT B
FINANCIAL PLAN**

Personnel Costs	\$
Travel.....	\$
Vehicle Usage	\$
Supplies	\$
Equipment	\$
Services.....	\$
Program Support	\$
TOTAL	\$

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$< >.

Cancelled

Short Agreement

Cancelled

AGREEMENT

Between

<Public Agency>

and

<Consultant>

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife hazard assessment project, as described in the Work Plan on the next page. A Wildlife Hazard Assessment will provide information that when considered will increase aircraft operational safety and will help to protect human health and safety and reduce property damage at the facility.

ARTICLE 2

<Public Agency> and the <Consultant> agree:

1. <Consultant> will provide the requested wildlife hazard assessment services.
2. The <Public Agency> will provide the <Consultant> the sum of \$ _____ to cover the costs as outlined in the Financial Plan.
3. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations.

ARTICLE 3

The agreement shall commence on <DATE> and shall continue in effect for a period not to exceed < XX months>. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing.

Name and Address of Public Agency:

<Approving Official's Signature> Date

Consultant Name and Address of Public Agency:

<Approving Official's Signature> Date



WORK PLAN

Wildlife Species:

Description of Damage:

Location:

Services Provided:

FINANCIAL PLAN

Personnel Costs	\$
Travel & Vehicle Usage	\$
Supplies & Equipment	\$
Services	\$
Program Support	\$
TOTAL	\$

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$.