

COOPERATIVE SERVICE AGREEMENT
REIMBURSABLE
between
THE CITY AND COUNTY OF DENVER (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
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 cooperative management program for the City and County of Denver through its Department of Parks and Recreation, which wishes to retain the professional services of WS-Colorado (“**WS-CO**”) for technical, research, and operational assistance for Wildlife Damage Management (“**WDM**”) Program, specifically Canada geese. Under this agreement WS-CO agrees to provide wildlife management measures in accordance with all Federal, state and local regulations, specifically as it applies to managing Canada goose damage to property, human health and safety threats, and any associated maintenance problems as well as other wildlife damage on property managed by the City and County of Denver. The activities will include employing available technologies in an operational program as well as information transfer.

ARTICLE 2 - AUTHORITY

APHIS-WS is the federal agency authorized by Congress to protect American resources from damage associated with wildlife. This authority is provided by The Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C. 8351), commonly referred to as the Animal Damage Control Act. This Act states:

“The Secretary of Agriculture may conduct a program of wildlife services with respect to injurious animal species and take any action the Secretary considers necessary in conducting the program...”

The [Animal Damage Control] Act was amended in 1987 (Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 8353) to further provide:

“On or after December 22, 1987, the Secretary of Agriculture is authorized, except for urban rodent control, to conduct activities and to enter into agreements with State, local jurisdictions, individuals, and public and private agencies, organizations, and institutions in the control of nuisance mammals and birds and those mammal and bird species that are reservoirs for zoonotic diseases, and to deposit any money collected under such agreement into the appropriation accounts that incur the costs to be available immediately and to remain available until expended for Animal Damage Control activities.”

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The Cooperator and WS agree:

- a. To confer and plan a WDM program that addresses the need for managing conflicts caused by wildlife, specifically Canada geese, causing damage to property and creating human health and safety issues for City and County of Denver. The activities will include employing available technologies in an operational program as well as information transfer via written and oral reporting. Based on this consultation, WS-CO will formulate in writing the program work plan and associated budget and present them to the Cooperator for approval.

- b. Develop a mutually agreed upon Work Plan and Financial Plan which is included in this Agreement hereto as Attachment A and B by reference. It is understood and agreed that any monies allocated for the purpose of this Agreement shall be expended only towards the activities and related expenses outlined therein. 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.
- c. When either of the Cooperating parties address the media or incorporate information into reports and/or publications, both Cooperating parties must agree, in writing, to have their identities disclosed when receiving due credit related to the activities covered by this agreement.
- d. That WS-CO 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 WS-CO provide wildlife management services as stated under the terms of this Agreement.
- e. All equipment with a purchase price of \$5,000 or more per unit, purchased directly with funds from the cooperator for use solely on this project shall be subject to disposal according to APHIS policy, and shall be specifically listed in the Work Plan and Financial Plan. Property title/disposal shall be determined when the 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 solely for this project. All other equipment purchased for the program is and remain the property of WS.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

The Cooperator agrees:

- a. To designate Scott Gilmore, Deputy Executive Director, Denver Parks and Recreation, Parks Administration, 201 W Colfax Ave, Dept. 605, Denver, CO 80202; as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement;
- b. To reimburse 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 Work 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 service submitted via an invoice within 30 days of the date of the submitted invoice or invoices as submitted by WS-CO. Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996. If the Cooperator is delinquent in paying the full amount of the due service costs submitted by WS-CO, and/or is delinquent in paying the due late payments, and/or is delinquent in paying the interest, penalties, and/or administrative costs on any delinquent due service costs, WS-CO will immediately cease to provide the respective service associated with the submitted service costs. WS will not reinstate or provide the respective service until all due service costs, and/or due late payments, and/or due interest, penalty, and/or administrative costs are first paid in full;
- c. To authorize WS-CO to conduct management activities to help alleviate wildlife damage to property, human health and safety risks, and other maintenance concerns associated with Canada

geese. Wildlife Services-CO will be considered an invitee on the property that is managed by the Cooperator. The Cooperator will be required to exercise reasonable care to warn WS-CO as to potential dangerous conditions or activities that could impact project areas;

- d. To notify WS-CO verbally or in writing as far in advance as practical of the date and time of any proposed meetings or public meeting sessions related to the WDM Program. Meetings include internal meetings between Denver Parks and Recreation and WS-CO, as well as any external meetings that Denver Parks and Recreation request WS-CO attend either on their behalf or with them;
- e. To allow WS-CO access to all properties where WDM activities will be conducted as requested by Denver Parks and Recreation;
- f. That work conducted by WS-CO Biologists and Specialists will only be supervised by WS-CO Supervisors;
- g. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996;
- h. 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.

ARTICLE 5 – WS RESPONSIBILITIES

WS agrees:

- a. To designate Martin Lowney, Colorado WS State Director; 303-328-9041; 12345 W Alameda Pkwy, Suite 204, Lakewood, CO 80228 as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement;
- b. The performance of wildlife damage management actions by WS-CO under this agreement is contingent upon a determination by WS-CO that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. WS-CO will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance;
- c. To coordinate, to the extent practicable, with the Cooperator before responding to media requests which refer to the City and County of Denver in connection with this Agreement, and to collaborate with the Cooperator on the release of other items in connection with this Agreement, including presentations or the issuance of literature of any kind which refers to the Cooperator 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;
- d. To provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan referenced in Attachment A and B of this Agreement;
- e. To obtain a federal depredation permit from the US Fish and Wildlife Service;

- f. To bill the Cooperator for costs incurred in performing WDM activities during the performance of services agreed upon and specified in the Work Plan. Payment shall be made in quarterly installments for all work satisfactorily completed during the previous three months. A quarterly report for services performed will be written by WS-CO and submitted to the Cooperator. The billing cycle for this Agreement may be adjusted as coordinated through the City and County of Denver and WS-CO;

If the Cooperator questions or disputes a charge or charges on an invoice for which payment was made APHIS-WS is required to reimburse the Cooperator for the disputed charge(s), Cooperator will deduct such amount from its future reimbursement to APHIS-WS or APHIS-WS will reimburse the Cooperator within 30 days of APHIS-WS's receipt of notification of the dispute;

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 services provided under the Agreement and the Cooperator and its Auditor shall have the right to inspect and audit such records. Cooperator, including its Auditor may, upon reasonable notice, during regular business hours, examine all records of WS-CO relating to any project financed pursuant to the terms and conditions of the Agreement, for up to a period of three years after termination of this Agreement;

- g. To notify the Cooperator if costs are projected to exceed the amounts estimated and agreed upon in the Financial Plan. WS-CO will cease providing goods or services until a revision to the Work and Financial Plan, as appropriate, have been agreed to and signed by both parties to this Agreement;
- h. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of WS-CO pertaining to such claims for reimbursement to the extent permitted by Federal laws and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

For costs borne by WS-CO, this agreement is contingent upon the passage of the Agriculture, Rural Development, and Related Agencies Appropriation Act for the current fiscal year from which expenditures may be legally met and shall not obligate APHIS upon failure of Congress to so appropriate. This Agreement also may be reduced or terminated if Congress provides APHIS funds only for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent any other country, State government or its political subdivisions, local government, university, or college, organization, association, or individual from entering into separate agreements with WS for same or similar activities provided under the terms of 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 – APPLICABLE REGULATIONS

All WDM activities will be conducted in accordance with applicable Federal, State, and local 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 provides goods or services on a cost recovery basis to nonfederal recipients.

ARTICLE 10 – LIABILITY

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).

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 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. 3717.

ARTICLE 13 – AGREEMENT EFFECTIVE DATE

This Agreement shall become effective January 1, 2019, or upon receiving all approving signatures, and shall continue through December 30, 2019. Further, this Agreement may be amended or extended at any time by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend at least 30 days prior to expiration of the agreement. It may be terminated by either party upon 60 day notice in writing to the other party.

**END OF AGREEMENT – ATTACHMENT A – WORK PLAN and ATTACHMENT B –
FINANCIAL PLAN FOLLOW**

ATTACHMENT A

WORK PLAN

I. JUSTIFICATION AND OBJECTIVES

The USDA APHIS WS program is a non-regulatory, federal, cooperative wildlife damage management program whose mission is to provide federal leadership in reducing conflicts between people and wildlife. Therefore, WS-CO has the primary responsibility for responding to damage caused by wildlife. Nationally, a growing focus of USDA APHIS WS is to help resolve human-wildlife conflicts in urban/suburban environments and to investigate wildlife damage management concerns.

Historically, in the late 19th and early 20th century, Canada goose (*Branta canadensis*) populations declined to near extinction in both the Central and Pacific Flyways due to unregulated hunting and commercial misuse (Gabig 2000). In recent years, portions of eastern Colorado, and other areas within the Central Migratory Bird Flyway, have experienced a 6% per year increase in Canada goose populations since the mid-1970s making this species' recovery one of the great wildlife management success stories (Schmidt 2004). Habitat for wildlife continues to be altered across the Front Range Urban Corridor as a result of human population encroachment. Consequently, increases in human activity and unmanaged goose populations within the same corridor have resulted in more interactions. While many of these interactions have favorable outcomes, including vicarious wildlife related experiences and the personal enjoyment of viewing geese within recreational areas (parks, ponds, wilderness areas), other interactions may result in tensions and conflicts. Negative interactions between humans and Canada geese typically arise as wildlife populations reach unnatural overabundances and/or wildlife lose their lack of fear during human interactions. On such occasions, geese may affect several types of resources including property, natural resources, agriculture, and pose a serious risk to human health and safety.

Recent Canada goose population surveys conducted by Colorado Parks and Wildlife personnel have documented approximately 44,000 breeding pairs within the Front Range Metropolitan Area (stretching from Fort Collins to Colorado Springs) which represents a 50% population increase over the last two years (Jim Gammonley, Colorado Parks and Wildlife, pers. communication, 2017) A number of factors are likely contributing to increased goose populations, including a lack of hunting pressure, low numbers of native predators, high nesting success, habituation to human disturbance, abundant food resources, increase in survival rates of offspring, and longer life-spans than those seen in rural areas (Gabig 2000). As goose populations continue to increase, managing such populations in urban landscapes (e.g., cities, towns, parks, airports, and private properties) becomes increasingly challenging. In areas where conflicts arise, managing waterfowl can become difficult due to their mobile nature and ability to exploit a variety of habitat types with an area.

In many cases, the public requests assistance from agencies after experiencing some type of loss associated with Canada goose damage including economic losses to a resource, a threat to human safety, a loss in aesthetic value, and/or in response to other behaviors deemed unacceptable by humans. Often, people will attempt to alleviate the wildlife problem themselves resulting in the misuse of exclusionary devices, repellents, traps, firearms, or pesticides; not to mention wasting valuable time and money. In managing such wildlife populations, agencies must be aware of the "biological carrying capacity," which is the maximum number of animals of a given species that can, in a given ecosystem, survive through the least favorable conditions occurring within a stated time interval. As well as, the "cultural carrying capacity," the limit of human tolerance for wildlife or its behavior and the number of a given species that can coexist compatibly with the local human population. For example, golf course members and

employees find Canada geese intolerable when abundance is greater than 10 due to damage (Conover and Chasko 1985).

The most recent management plan for Canada geese was approved by the Central Flyway Council in 2000. While the information was relevant at the time, further advances in scientific knowledge and methodology have led individual states wildlife agencies and local governments to prepare more detailed and contemporary management plans. In such instances, updated management plans include information on current goose populations, damage management information, and population management objectives. This work plan discusses strategies specific to the Denver metropolitan area with the primary objective of responsibly managing both resident (nesting) and migratory (wintering) Canada goose populations and thereby reducing associated bird damage and damage complaints from the community.

Background and Current Management Methods

Over the last few decades, Canada goose populations throughout North America have experienced a fourteen-fold increase from 250,000 to 3.5 million individuals (USFWS 2017). Within Colorado, there are two separate populations of Canada geese: resident (or nesting) and migratory (or wintering). Nesting Canada geese are identified as those that nest in Colorado during the months of March – June and reside year-round. Contrary to popular belief, nesting geese are not migratory birds that have stopped flying north in order to breed, instead banding data suggests that nesting geese have a strong natal instinct to return to the areas where they were born (Schmidt 2004). Conversely, wintering Canada geese are defined as individuals that are found throughout Colorado only during the fall, winter, and spring of the year and migrate to other areas of North America to nest. Herein, we will refer to both populations as “Canada geese” since the public at large does not distinguish between the two. However, further reference will be made between nesting and wintering populations in regards to management actions as each population poses separate challenges and will need to be approached differently in order to alleviate damage.

The wintering population of Canada geese in Metropolitan Denver are considered part of the Hi-Line Population within the Central Flyway (USFWS 2017). The number of Hi-Line geese (HLP) wintering in northeastern Colorado and metropolitan Denver has increased 6-fold over the last 30 years (39,000 to 239,000 birds (USFWS 2017). Wintering geese typically begin arriving along the Front Range Urban Corridor throughout late September and populations are noticeably absent after mid-March.

Similar to wintering populations, flocks of nesting Canada geese have also increased from 120 individuals in 1955 to 44,000 nesting pairs in 2017 along the Front Range and plains of Colorado (Jim Gammonley, Colorado Parks and Wildlife, pers. communication 2017). Due to translocations and introductions during the 1950s to the 1990s throughout Colorado, locally breeding Canada goose populations, herein referred to as nesting Canada goose populations, have increased substantially and exceeded the social carrying capacity in many areas of the Front Range. As a result, Canada geese that breed and molt in Colorado are largely non-migratory, have high annual survival rates, low natural mortality rates, and breed at an early age; combined with their natural natal homing instinct this species has the potential to continue expanding throughout urban/suburban areas (Sanders and Dooley 2014). Most of the nesting goose populations on the Front Range Urban Corridor occur along the Interstate 25 corridor stretching from Colorado Springs to Fort Collins. Geese in these areas, generally return to natal areas and/or reside/nest year-round from April through August, except when inclement weather forces birds south to search of open water, food, or cover. According to the Central Flyway Council’s most recently adopted management plan all populations of Canada geese currently nesting in the Central Flyway are considered in excess of objective baseline levels by state wildlife agencies (Gabig 2000).

Damage associated with nesting Canada geese was not reported by any of the ten participating states within the Central Flyway until the early 1990s (Gabig 2000). Today, damage and conflicts associated with Canada geese are a commonplace occurrence throughout numerous jurisdictions along the I-25 corridor on the Front Range and seem to culminate in the Denver Metropolitan area. With populations of nesting geese escalating, research suggests that management efforts need to be implemented in order to address nuisance complaints (Groepper et al 2008). Alterations in land use, installations of artificial reservoirs, water retention basins, golf courses, and other habitat modifications have created a favorable environment for nesting Canada geese (Conover and Chasko 1985). As a result, landowners and property managers are now voluntarily implementing goose damage management programs in response to increasing Canada goose populations.

An effective Canada goose management plan requires a year-round, multi-faceted approach. This requires the use of a calendar based management regime based on quantifiable objectives including: nest and egg treatments in April and early May; population management in June and July, and consistent hazing efforts from September through March. Some methods have limited applicability; however, may prove useful at some locations, such as habitat management (e.g., planting trees, seasonally draining pond, and legal waterfowl hunting) and exclusion barriers (e.g., overhead wires to deter access to large water bodies). Due to their short migrations and close association with non-hunted urban areas, nesting Canada geese have higher survival rates as compared to migrant geese during the fall and winter. Nesting geese, in general, live between 15-25 years, tend to breed earlier in life, and lay larger clutches of eggs than migrant geese. On average, resident geese begin breeding at 2-3 years of age and lay a nest averaging 5 eggs per year throughout their lifetime.

The most documented complaints in the Denver area include a wide variety of concerns including unacceptable amounts of bird fecal dropping accumulations in city parks, human health and safety risks due to zoonotic disease transmission, water contamination, excessive grazing of natural wild vegetation, traffic safety concerns, and aggressive interactions between the public and nesting geese. It is worth noting that disease transmission between waterfowl and humans through direct contact with fecal contaminants, although unlikely and treatable with antibiotics, remains a priority due to the presence of bacterial pathogens such as salmonella, giardia, cryptosporidium, and *Escherichia coli* bacteria that are known to be transmissible between avian reservoirs and humans (Graczyk 1998).

Presently, Denver Parks and Recreation actively manages goose populations within 8 high public-use parks through a combination of egg oiling and harassment. Egg oiling is a process by which eggs are coated with corn oil in order to reduce the hatch success rate of goose eggs. It is estimated, based on the number of eggs oiled each year by Denver Parks and Recreation, that there are approximately 1,534 breeding pairs of geese, plus an unknown number of non-breeding geese, residing within the park complexes. Since the implementation of nest and egg treatment programs from 2013 through 2017, annual nest productivity has averaged around 1.8% of eggs laid per year which has slowed population growth rates. However, despite the decline in nesting success within these managed areas, the overall population of Canada geese residing in the Denver Metropolitan area have increased approximately 800% since 2013 as a result of immigration and unregulated goose reproduction throughout the area as a whole. The current annual growth rate for Canada geese nesting in Denver is 41% per year despite intensive nest and egg treatment efforts in select areas (*Figure 1*). Population estimates were generated using a Simulated Population Management Tool for Canada Geese (SPRAG) with default population parameters entered into the matrix.

Breeding Pairs of Canada Geese and Projected Population through 2020

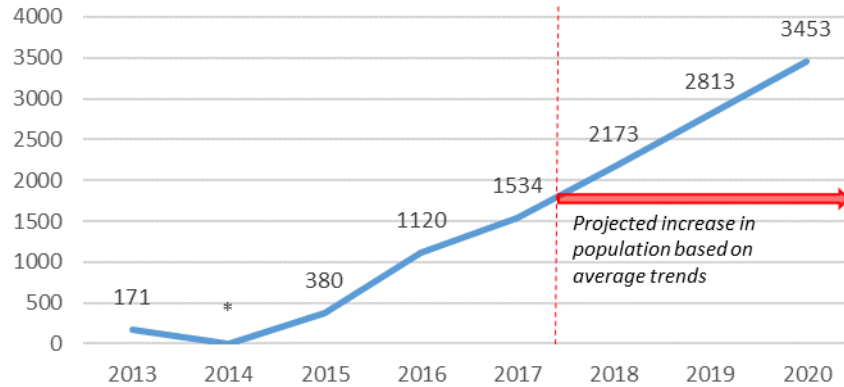


Figure 1. Approximate number of breeding pairs of nesting Canada geese at 8 high use parks in Denver Metro area from 2013 through 2017. Projected population increase through 2020 is estimated based on historical trends and the continuation of current management efforts by Denver Parks and Recreation. *no data found for 2014

II. RESULTS OR BENEFITS EXPECTED

The Colorado WS' program recommends implementing best practice integrated management approaches aimed at reducing property damage caused by Canada geese to all city-owned public parks, ballfields, and other man-made and natural habitats. Additionally, to increase citizen use and enjoyment of Denver Parks, WS-CO shall establish acceptable Canada goose populations within the Denver Parks system based on social and biological carrying capacity.

The effectiveness of the proposed Canada goose management program will be determined by a number of quantifiable benefits to the Denver Park system including:

- 1) a reduction in number of complaints received from citizens,
- 2) a reduction in the amount of Canada goose fecal droppings at parks,
- 3) an increase in waterfowl species richness and diversity,
- 4) an increase in vegetative growth and recovery at park locations, and
- 5) reduction in the abundance of Canada geese harassed or removed from Denver parks on a monthly and annual basis.

In addition, public awareness campaigns that are established and implemented through cooperative management programs among local, State, and Federal agencies will allow goose populations to be managed to levels that are socially and biologically acceptable.

III. INTEGRATED MANAGEMENT APPROACH

The Colorado WS' program has the expertise and authority to manage wildlife damage, specifically geese, within Colorado. Denver Parks and Recreation can determine the management goals for each year, however, WS-CO will be responsible for using the appropriate management method. WS-CO will collaborate with Denver Parks to establish quantifiable objectives for individual parks in order to reduce damage and conflicts between wildlife and the public to acceptable levels using an integrated

management approach. The main objective for the Central Flyway is to permit a wide variety of effective and efficient options for damage relief and conflict resolution for problems associated with nesting Canada geese. While the Central Flyway Council as well as Colorado Parks and Wildlife selects sport hunting as the primary option for controlling goose problems, it is not always practical, especially in urban areas. Thus, the Central Flyway Council believes an integrated approach that includes other control activities needs to be implemented (USFWS 2002).

Technical Assistance, Communication and Outreach

WS-CO personnel will provide verbal or written advice, recommendations, information, demonstrations, trainings, and presentations to the public and cooperators in order to manage wildlife damage problems. Furthermore, WS will attend public meetings and provide media support under the guidance and direction of USDA APHIS Legislative and Public Affairs liaisons. Implementation of technical assistance recommendations will be the responsibility of the resource/property owner or Denver Parks and Recreation.

Nesting Population Management

Nesting Canada geese abundance can be reduced by several methods. After nesting, geese undergo an annual “molt”, a 4-5 week flightless period when wing feathers are shed and re-grown. Molting occurs between mid-June and mid-July, and birds resume flight by August. During this time, WS-CO will most likely capture geese by herding the geese into capture pens. Once geese are captured alive, they can be donated to a private organization that is also permitted to receive the geese, and will be allowed to utilize the meat. In addition to this method other methods may be utilized to capture geese, reduce their abundance, and increase opportunities to use park lands for intended purposes. Denver Parks and Recreation will be responsible for determining which park properties will be managed and notifying WS-CO of the management decisions. WS-CO will coordinate with Denver Parks and Recreation prior to conducting any goose management actions.

IV. REPORTS

WS-CO will prepare an annual report by September 15 summarizing Canada goose management efforts from properties within the Denver park system. Reports will include goose monitoring information, damage management abatement activities by property, management effectiveness, and any recommendations associated with managing geese.

V. RESOURCES REQUIRED

Canada geese management will require trained personnel for every facet of the program. WS-CO will appoint an individual as a primary point of contact and will provide logistical support. WS-CO will have professional experts working throughout the duration of the agreement.

All APHIS WS personnel will be supervised by Kendra Cross, District Supervisor in the WS-CO Northeastern District Office. Denver Parks and Recreation shall provide at least one, but not more than two, wildlife biologists to assist with this project.

The City and County of Denver may need to provide security during the capture and removal of Canada geese from public parks and lands. WS-CO will work with the Denver Police Department or other law enforcement entities when capturing and removing Canada geese.

VI. STIPULATIONS AND RESTRICTIONS

- a. Work Initiation Document: An agreement for Management of Animal Damage on Private Property will be executed between WS-CO and the landowner, lessee, or administrator before any WS-CO work is conducted.
- b. WS-CO activities under this cooperative effort will be limited to public use areas that are managed by the City and County of Denver. Techniques will be environmentally sound, safe and selective. If applicable, any needed Federal, State and local permits will be secured to perform wildlife damage management activities, and these activities will be within the policy guidelines of USDA APHIS WS. All program activities will be conducted within local, State and Federal regulations.
- c. WS-CO will coordinate media requests for information with public affairs staff of City and County of Denver government, Colorado State Department of Public Health and Environment, and U.S. Fish and Wildlife Service, as well as USDA APHIS Legislative and Public Affairs liaisons. The City and County of Denver will take the lead on informing the public and political leaders about the goals of Canada Goose Management Plan. WS-CO will support the initiatives of the City and County of Denver and the Canada Goose Management Plan through jointly developed outreach and communication efforts to the public and political leaders within the community.
- d. The performance of wildlife damage management actions by WS-CO under this agreement is contingent upon a determination by USDA-APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. USDA-APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

VII. AUTHORIZATIONS

Migratory birds are protected by the Migratory Bird Treaty Act and regulations in Title 50 Code of Federal Regulations. The taking of migratory birds is a highly regulated activity requiring compliance with Federal and state statutes. Migratory birds may be taken under the authority of a depredation permit issued by the U.S. Department of Interior, Fish and Wildlife Service the State of Colorado allows the management of nesting Canada geese within the constraints of this federal depredation permit. Canada geese within property managed by City and County of Denver will be taken under a federal depredation permit issued to WS-CO by the U.S. Fish and Wildlife Service.

VIII. LITERATURE CITED

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- U.S. Department of the Interior, US Fish and Wildlife Service, 2002. Draft Environmental Impact Statement. Resident Canada Goose Management. 734 pages.

**ATTACHMENT B
 FINANCIAL PLAN**

Equipment, field personnel, and supervision will be provided by WS-CO. Biologists/Specialists will be employed by USDA APHIS WS and will be assigned the responsibility for conducting the work under this agreement as administered by the District Supervisor. Estimated expenditures and associated time frame for this cooperative service agreement will be from January 1, 2019 through December 31, 2019. An amended work plan will be submitted on an annual basis at least 60 days prior to the end of the current agreement date and will be calculated based on work to be conducted the following year.

WS-CO will bill the Cooperator quarterly for actual costs incurred in performing the work delineated in this Work and Financial plan. Such costs include, but are not limited to, salary/benefits, vehicle use, supplies/equipment and administrative costs. An estimated itemization of expenses is listed below; however funds may be distributed between itemized categories at the discretion of WS-CO if required.

Wildlife Damage Management Program Estimated Costs* for Denver Parks and Recreation January 1, 2019-December 31, 2019	
Personnel	80,127.60
Travel	3,875.00
Supplies	3,350.00
Equipment	20,400.00
Services	10,000.00
Sub Total	117,752.60
Pooled Job Cost (11%)	12,952.79
Program Support (16.15%)	19,017.04
Total Estimated Cost	149,722.43

NOTE: In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

***DEFINITIONS:**

Personnel: personnel costs including salary, benefits, annual and sick leave.

Travel: staff traveling directly and exclusively for the project

Supplies: includes items of less than one year shelf life including corn oil, bird scare cartridges, turkey crates for transporting geese, panels for round ups, and office supplies.

Equipment: includes durable items with a useful life greater than a year including night vision for surveillance efforts, remote control boats for round ups, boats or kayaks and trailer for transporting.

Services: contracted services for program support including processing fee for donation of meat to charitable organization.

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.

*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-CO 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.

Contract Control Number: PARKS-201844862-00

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

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of October 22, 2018.

SEAL



CITY AND COUNTY OF DENVER

ATTEST:

Debra Johnson
Debra Johnson, Clerk and Recorder,
Ex-Officio Clerk of the City and
County of Denver

By Michael B Hancock
Michael B Hancock, Mayor

APPROVED AS TO FORM:

Attorney for the City and County of
Denver

By Jason Moore
Jason Moore, Assistant City
Attorney

REGISTERED AND COUNTERSIGNED:

By Brendan Hanlon
Brendan Hanlon, CFO of Finance

By Timothy M. O'Brien
Timothy M. O'Brien, Auditor



Contract Control Number: PARKS-201844862-00

Contractor Name: UNITED STATES DEPARTMENT OF
AGRICULTURE ANIMAL AND PLANT HEALTH
INSPECTION SERVICE WILDLIFE SERVICES ■

By: Martin Lowney

Name: Martin Lowney
(please print)

Title: State Director
(please print)

ATTEST: [if required]

By: Jason Suckow

Name: Jason Suckow
(please print)

Title: Regional Director
(please print)

