

1 BY AUTHORITY

2 ORDINANCE NO. \_\_\_\_\_

COUNCIL BILL NO. \_\_\_\_\_

3 SERIES OF 2010

COMMITTEE OF REFERENCE:

4 ECONOMIC DEVELOPMENT

5 A BILL

6  
7 For an ordinance approving a Fourth Amendment to Cooperative Service Agreement  
8 between the City and County of Denver and USDA-APHIS Wildlife Services to extend  
9 the contract for performing certain wildlife control measures at Denver International  
10 Airport.

11  
12 **BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:**

13 **Section 1.** The proposed Fourth Amendment to Cooperative Service Agreement between the  
14 City and County of Denver and the USDA-APHIS Wildlife Services in the words and figures contained  
15 and set forth in that form of the agreement, filed in the office of the Clerk and Recorder, Ex-Officio  
16 Clerk of the City and County of Denver on the 29th day of July, 2010, City Clerk's Filing No.  
17 07-375-D is hereby approved.

18 COMMITTEE APPROVAL DATE: July 23, 2010.

19 MAYOR-COUNCIL DATE: July 27, 2010.

20 PASSED BY THE COUNCIL \_\_\_\_\_ 2010

21 \_\_\_\_\_ - PRESIDENT

22 APPROVED: \_\_\_\_\_ - MAYOR \_\_\_\_\_ 2010

23 ATTEST: \_\_\_\_\_ - CLERK AND RECORDER,  
24 EX-OFFICIO CLERK OF THE  
25 CITY AND COUNTY OF DENVER

26 NOTICE PUBLISHED IN THE DAILY JOURNAL \_\_\_\_\_ 2010; \_\_\_\_\_ 2010

27 PREPARED BY: Debra Overn, DATE: July 29, 2010 

28 Pursuant to section 13-12, D.R.M.C., this proposed ordinance has been reviewed by the office of the  
29 City Attorney. We find no irregularity as to form, and have no legal objection to the proposed  
30 ordinance. The proposed ordinance is submitted to the City Council for approval pursuant to § 3.2.6  
31 of the Charter.

32  
33 David R. Fine, City Attorney

34 BY: \_\_\_\_\_, \_\_\_\_\_ City Attorney

35 DATE: July 29, 2010



Agreement No: 08-7308-5358  
Accounting Code:

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

**THIS FOURTH AMENDMENT TO COOPERATIVE SERVICE AGREEMENT** is by and between the City and County of Denver, a municipal corporation of the State of Colorado (the "City"), by and through its Department of Aviation ("DIA"), and the United States Department of Agriculture's Animal and Plant Health Inspection Services, Wildlife Services ("WS").

07-375-D

1. The City and WS entered into a Cooperative Service Agreement - Reimbursable, executed April 24, 2007, which was amended by a First Amendment dated August 14, 2007, a Second Amendment dated July 22, 2008, and a Third Amendment dated July 3, 2009 (the "Existing Agreement"), under which DIA would pay WS for performing certain wildlife control measures as per 14 Code of Federal Regulations (CFR), Part 139.337.

2. The parties wish to further amend the Existing Agreement as follows.

**AGREEMENT**

**NOW, THEREFORE** for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. Exhibit A to the Existing Agreement is supplemented with the attached "Exhibit A -- CE 72017(4)."

2. Article 11 of the Existing Agreement, entitled "Agreement Effective Date," is amended to state that the Agreement "shall continue through December 31, 2010, ..." the remainder of the Article remaining the same.

3. Article 12 of the Existing Agreement, entitled "Maximum Contract Amount," is amended to replace "Eight Hundred Sixty Seven Thousand Two Hundred and Fifty Dollars (\$867,250.00)" with "One Million Fifty-Three Thousand Two Hundred and Seventy Four Dollars (\$1,053,274.00)," the remainder of the Article remaining the same.

4. Except as otherwise provided herein all of the terms and conditions of the Existing Agreement shall remain in full force and effect as though set out in full herein.

5. This Fourth Amendment to Cooperative Service Agreement shall not be effective or binding on the City until approved and fully executed by all signatories of the City and County of Denver.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Cooperative Service Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

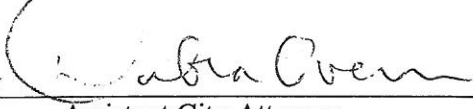
**CITY AND COUNTY OF DENVER**

ATTEST:

\_\_\_\_\_  
STEPHANIE O'MALLEY, Clerk and Recorder,  
Ex-Officio Clerk of the City and County of  
Denver

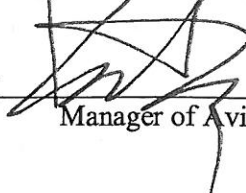
APPROVED AS TO FORM:

DAVID R. FINE, Attorney  
for the City and County of Denver

By   
Assistant City Attorney

By \_\_\_\_\_  
Mayor

RECOMMENDED AND APPROVED:

By   
Manager of Aviation

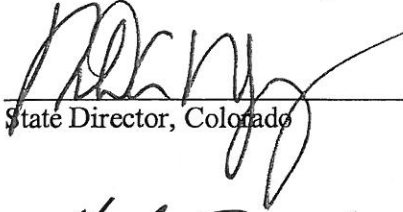
REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_  
Manager of Finance,  
Contract Control No. CE72017(4)

By \_\_\_\_\_  
Auditor

**"CITY"**

**UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES ("WS")**

  
State Director, Colorado

4-26-10  
Date

  
Director, Western Region

5/24/10  
Date

EXHIBIT A  
CE 72017 (4)

*Work and Financial Plan Breakdown for Cooperative Service Agreement between Denver International Airport and USDA APHIS WS – Colorado Program. 2000-2010.*

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<b>COOPERATOR:</b>	<b>DENVER INTERNATIONAL AIRPORT</b>
<b>TAX IDENTIFICATION NO.:</b>	<b>84-6000580</b>
<b>COOPERATIVE AGREEMENT NO.:</b>	<b>08-7308-5358-RA</b>
<b>ACCOUNT NO.:</b>	<b>073-7308-385</b>
<b>LOCATION:</b>	<b>Denver, Colorado</b>
<b>DATES:</b>	<b>July 1, 2010 – December 31, 2010</b>

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**Airport wildlife hazards program for Denver International Airport provided by USDA APHIS Wildlife Services, CO Program**

Pursuant to Cooperative Service Agreement No. 08-7308-5358-RA between the United States Department of Agriculture, Animal and Plant Inspection Service, Wildlife Services (APHIS-WS) and Denver International Airport (DIA), Denver, CO; this Work Plan defines the objectives, plan of action, and budget for the Wildlife Services program to be conducted beginning July 1, 2010 and continuing through December 31, 2010.

**OBJECTIVES/GOALS:**

To implement the FAA-approved Wildlife Hazard Management Plan (WHMP) addressing wildlife hazards observed during data collection of the airport and property at DIA.

To monitor wildlife activity and provide recommendations to reduce hazards to aircraft operations, provide wildlife hazard management training to airport personnel, assist in habitat modification needs, wildlife population management and mitigation measures to minimize present and future wildlife strike hazards.

To alleviate threats to Human Health and Safety (HHS) on airport property as related to hazardous nuisance wildlife.

**PLAN OF ACTION:**

APHIS-WS will provide two (2) Full-Time Equivalent (FTEs) qualified WS Biologists to monitor, assess and mitigate potential or realized hazards to aviation; associated wildlife population parameters such as abundance, species, peak use periods, seasonal or temporal variations, and special hazard zones; food sources and requirements and all water sources available to wildlife on or near the airport. WS will also provide two (2 FTEs) Wildlife Specialist positions to assist in implementing control projects. The two Wildlife Biologist positions and two Wildlife Specialist positions will be located at Denver International Airport. DIA will provide an area for 4 workstations including a minimum of two computer work stations.

The WS biologists, with the assistance of other qualified WS biologists and specialists as necessary, will assist DIA officials in the implementation of the FAA-approved Wildlife Hazard Management Plan which includes; identifying persons responsible for implementing the plan; hold wildlife hazard committee meetings; establishing priorities for possible habitat modification to remove food, cover and water; population management on the airfield and in/around building structures including the use of traps, shooting, toxicants, harassment, and exclusion; obtaining proper Federal, State, and County permits, as necessary, for carrying out wildlife control programs; providing necessary supplies and equipment; responding to requests for wildlife related assistance by DIA Maintenance when the problem is on airport property outside of

EXHIBIT A  
CE 72017 (4)

*Work and Financial Plan Breakdown for Cooperative Service Agreement between Denver International Airport and USDA APHIS WS – Colorado Program. 2000-2010.*

buildings and structures; responding to personnel on wildlife techniques used to implement the wildlife hazard management plan in accordance with FAA recommendations. In addition WS will assist DIA in establishing and identifying a bird incident reporting system and make recommendations based on any land-use changes including expansion plans and development on airport property and in adjacent areas if applicable.

**REPORTS:**

APHIS-WS will also be responsible for providing monthly reports to DIA officials with detailed information about services provided throughout the agreement.

**STIPULATIONS AND RESTRICTIONS:**

- a. All operations shall have the joint concurrence of APHIS-WS and DIA 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.
- b. Control on Private Lands: An agreement for Control of Animal Damage on Private Property (ADC For 12A) will be executed between APHIS-WS and the landowner, lessee, or administrator before any APHIS-WS work is conducted.
- c. Control of Public Lands: an Agreement for Control of Animal Damage on Non-Private Property (ADC Form 12C) or an appropriate NEPA document will be executed between APHIS-WS and the public land administrator(s)/manager(s) before any APHIS-WS work is conducted.

**COST ESTIMATE FOR SERVICES:**

Equipment, field personnel and supervision will be provided by APHIS-WS. This project will be monitored by WS State Director Michael Yeary in Lakewood, CO, 303-236-5810.

Estimated total cost for services from the Colorado WS program for the period July 1, 2010 through December 31, 2010 is \$186,024.00. DIA agrees to provide 100 percent of this cost. Such costs include, but are not limited to, salary/benefits, vehicle use, training, travel costs, and supplies/equipment. An estimated cost for services is listed below; however, funds may be distributed between the itemized categories at the discretion of APHIS-WS if required. Any equipment/supplies purchased under the terms of this agreement will remain the property of APHIS-WS.

**ESTIMATED COST FOR:**

**July 1, 2009 through June 30, 2010**

**Wildlife Projects:**

Salaries and Benefits	\$260,546.60
Travel and Vehicle	\$59,855.30
Supplies and Equipment	<u>\$31,688.10</u>

**TOTAL**

**\$352,090.00**

**COSTS FOR:**

**July 1, 2010 through December 31, 2010**

**Wildlife Projects:**

Salaries and Benefits	\$127,460.93
Travel and Vehicle	\$29,281.07
Supplies and Equipment	\$15,502.00
Admin Support (8%)	<u>\$13,780.00</u>

**TOTAL**

**\$186,024.00**

**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. 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.