

1 BY AUTHORITY

2 ORDINANCE NO. _____

COUNCIL BILL NO. CB13-0546

3 SERIES OF 2013

COMMITTEE OF REFERENCE:

4 BUSINESS, WORKFORCE, & SUSTAINABILITY

5 A BILL

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

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

12 **Section 1.** The proposed Second Amendment to Cooperative Service Agreement
13 Reimbursable between the City and County of Denver and the USDA-APHIS Wildlife Services in the
14 words and figures contained and set forth in that form of the agreement, available in the office and on
15 the web page of City Council and to be filed in the office of the Clerk and Recorder, Ex-Officio Clerk of
16 the City and County of Denver, under City Clerk's Filing No. 2011-1046-B, is hereby approved.

17 COMMITTEE APPROVAL DATE: August 15, 2013.

18 MAYOR-COUNCIL DATE: August 20, 2013.

19 PASSED BY THE COUNCIL _____ 2013

20 _____ - PRESIDENT

21 APPROVED: _____ - MAYOR _____ 2013

22 ATTEST: _____ - CLERK AND RECORDER,
23 EX-OFFICIO CLERK OF THE
24 CITY AND COUNTY OF DENVER

25 NOTICE PUBLISHED IN THE DAILY JOURNAL _____ 2013; _____ 2013

26 PREPARED BY: Debra Overn, Assistant City Attorney  DATE: August 22, 2013

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

32 Douglas J. Friednash, City Attorney for the City and County of Denver

33 BY: _____, Assistant City Attorney

DATE: August 22, 2013

34

**SECOND 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 SERVICE
WILDLIFE SERVICES (WS)**

THIS SECOND 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").

1. The City and WS entered into a Cooperative Service Agreement – Reimbursable, effective January 1, 2012, which was amended by a First Amendment dated June 15, 2012, under which DIA would pay WS to perform wildlife control measures per 14 C.F.R. Part 139.337 (the "Existing Agreement").
2. The parties wish to 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 deleted and replaced in its entirety with the attached "Exhibit A – Amendment 2, Denver No. 201103051-02/Agreement No: 12-7308-5358-RA."
2. Article 11 of the Existing Agreement, entitled "Agreement Effective Date," is amended to state that the Agreement "shall continue through December 31, 2014," the remainder of the Article remaining the same.
3. Article 12 of the Existing Agreement, entitled "Maximum Contract Amount," is amended to replace "Seven Hundred Fifty Seven Thousand Eight Hundred Ninety Six Dollars (\$ 757,896.00)" with "One Million One Hundred Forty Thousand Six Hundred Forty Three Dollars (1,140,643.00)," 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 Second 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.

**END OF AGREEMENT
SIGNATURE PAGES AND EXHIBIT FOLLOW**

Contract Control Number: PLANE-201103051-02

Contractor Name: UNITED STATES DEPT OF AGRICULTURE
USDA

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:

DOUGLAS J. FRIEDNASH, Attorney
for the City and County of Denver

By _____

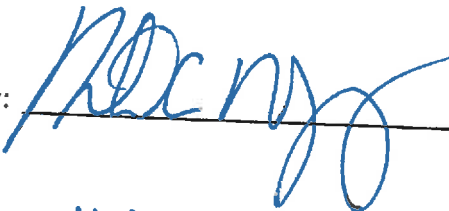
By _____

By _____



Contract Control Number: PLANE-201103051-02

Contractor Name: UNITED STATES DEPT OF AGRICULTURE
USDA

By: 

Name: Michael A. Yearry
(please print)

Title: Acting Regional Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit A (2)

Work and financial plan breakdown for Cooperative Service Agreement between Denver International Airport and USDA APHIS WS - Colorado Program. 2014.

COOPERATOR:	DENVER INTERNATIONAL AIRPORT
TAX IDENTIFICATION NUMBER:	84-6000580
AGREEMENT NUMBER:	14-7308-5358-RA
PROGRAM NUMBER:	AP.RA.RX08.73.0385
LOCATION:	Denver, Colorado
DATES:	January 1, 2014 -- December 31, 2014

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

Pursuant to Cooperative Service Agreement No. 12-7308-5358-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.

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 Equivalents (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 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 quarterly 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 Form 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 costs for services from the Colorado WS program is \$382,747.00. DIA agrees to provide 100 percent of this cost. APHIS-WS will bill the Cooperator quarterly for 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 APHIS-WS if required.

COSTS FOR:

Jan. 1, 2014 through December 31, 2014

Wildlife Projects:

Salaries and Benefits	\$243,850.87
Travel and Vehicle	\$56,019.79
Supplies and Equipment	\$29,657.54
Subtotal	\$329,528.20
APHIS Overhead 16.15%	\$53,218.80
TOTAL	\$382,747.00

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.