

**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 SERVICE
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").

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, a Second Amendment dated September 17, 2013, and a Third Amendment dated July 28, 2014, 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 4, Denver No. 201103051-04/Agreement No: 16-7308-5358-RA."
2. Article 11 of the Existing Agreement, entitled "Agreement Effective Date," is amended to state that the Agreement "shall continue through December 31, 2016," the remainder of the Article remaining the same.
3. Article 12 of the Existing Agreement, entitled "Maximum Contract Amount," is amended to replace "One Million Five Hundred Thirty Two Thousand Six Hundred Forty Three Dollars (\$1,532,643.00)," with "Two Million Thirty Eight Thousand Five Hundred and Sixty Three Dollars (\$2,038,563.00)," 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.

END OF AGREEMENT
SIGNATURE PAGES AND "EXHIBIT A – AMENDMENT 4" FOLLOW

Contract Control Number:

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:

By _____

By _____

By _____



Contract Control Number: PLANE-201103051-04

Contractor Name: UNITED STATES DEPT OF AGRICULTURE
USDA

By: *Glory A. Littauer*
(Glory A. Littauer)

for Name: *Jason Suckow*
(please print)

Title: *Western Regional Director*
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit A (4)

Work and financial plan breakdown for Cooperative Service Agreement between Denver International Airport and USDA APHIS WS – Colorado Program. 2016.

COOPERATOR:	DENVER INTERNATIONAL AIRPORT
TAX IDENTIFICATION NUMBER:	84-6000580
AGREEMENT NUMBER:	16-7308-5358-RA
PROGRAM NUMBER:	AP.RA.RX08.73.0385
LOCATION:	Denver, Colorado
DATES:	January 1, 2016 – December 31, 2016

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 (3) 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 Wildlife Biologist positions and Wildlife Specialist positions will be located at Denver International Airport. DIA will provide an area for 5 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.

APHIS-WS Biologists and Specialists will need to maintain re-certification requirements and/or obtain continuous professional training including but not limited to, Colorado Airport Operations Conferences, Bird Strike Committee Conferences and regional or state FAA conferences and meetings.

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 (WS 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 (WS 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 \$505,920.00. 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, 2016 through December 31, 2016

Wildlife Projects:

Salaries and Benefits	\$294,440.27
Travel	\$67,641.68
Equipment	\$35,810.30
Subtotal	<u>\$397,892.25</u>
APHIS Overhead 16.15%	\$64,259.60
Pooled Job Costs (11.00% includes Vehicle, Supplies)	<u>\$43,768.15</u>
 TOTAL	 <u>\$505,920.00</u>

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.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Cooperative Service Agreement as of this _____ day of _____, 2015.

CITY AND COUNTY OF DENVER

ATTEST:

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

By: _____
Mayor

RECOMMENDED AND APPROVED:

APPROVED AS TO FORM:

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

By: _____
Manager of Aviation

By: _____
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance

By: _____
Auditor

"CITY"

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

State Director, Colorado

Date

Director, Western Region

Date