

COOPERATIVE SERVICE AGREEMENT
between
CHARLES B. WHEELER DOWNTOWN KANSAS CITY AIRPORT (MKC)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to cooperate in a wildlife damage management project as described in the attached Work Plan.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 USCA 8351-7 USCA 8352) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 USCA 8353), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and MKC mutually agree:

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

MKC: Patrick Klein, Director of Aviation
City of Kansas City, Missouri
P. O. Box 20047
Kansas City, MO 64195

APHIS WS: Travis Guarrant, State Director
USDA, APHIS, WS
1714 Commerce Court, Suite C
Columbia, Missouri 65202

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 Patrick Klein or his/her designee, the State Director or his/her designee, and/or those additional persons authorized and approved by Patrick Klein and the State Director.

3. APHIS WS 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 4

MKC agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with wild animals and birds. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by MKC. MKC will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). MKC will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. MKC ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS the MKC authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS WS shall be responsible for administration and supervision of the program.
6. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.
7. To coordinate with APHIS WS before responding to any media requests related to project work.
8. To obtain the appropriate permits for removal activities for migratory birds or any other protected species, and including USDAM APHIS, Wildlife Services as a listed subpermittee.
9. The Cooperator will not be connected to the USDA APHIS computer network(s).

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at MKC as described in the Work and Financial Plans.

2. Designate to MKC the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. That the performance of wildlife damage management actions by APHIS-WS 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 federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
4. To bill MKC for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS 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 MKC shall have the right to inspect and audit such records.
5. To coordinate with MKC before responding to any media requests related to project work.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS funds for a finite period under a Continuing Resolution.

ARTICLE 7

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 8

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

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-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11

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

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event MKC does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

MKC Federal Taxpayer Identification Number (TIN) **44-6000201**

APHIS Federal Tax Identification Number (TIN) 41-0696271

CHARLES B. WHEELER DOWNTOWN KANSAS CITY AIRPORT

BY: _____ Date
Director of Aviation

BY: _____ Date
Assistant City Attorney

BY: _____ Date
Director of Finance

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

BY: _____ Date
Travis Guerrant, MO/IA State Director
USDA, APHIS, WS
1714 Commerce Ct., Suite C Columbia, MO 65202

ATTACHMENT A WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. Wildlife Services' activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The APHIS WS program uses 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. 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

MKC has requested USDA Wildlife Services' assistance to resolve human health and safety and property damage caused by wildlife, improving aviation safety at the Charles B. Wheeler Downtown Kansas City Airport.

Planned USDA, APHIS, Wildlife Services Activities

WS will attempt to reduce and prevent threats to aviation safety caused by Canada geese, cliff swallows, mourning doves, turkey vultures, feral pigeons and American crows at nearby properties and other local businesses through cooperative partnerships. While MKC will cover the costs associated with this control away from airport property; following legal requirements, WS will not begin work on site without a signed work initiation document allowing WS permission to enter property(s). WS will utilize conventional wildlife management techniques to conduct population control activities, such as the use of capturing individuals by hand or nets, or with live and drive traps, along with removing problematic individuals with pneumatic rifle shooting, and toxicants such as DRC-1339.

Effective Dates

The cooperative service agreement shall commence May1, 2021 and expire April 30, 2022.

**ATTACHMENT B -
FINANCIAL PLAN**

For the disbursement of funds from
Charles B Wheeler Downtown Kansas City Airport - Kansas City, MO
to
USDA APHIS Wildlife Services
for
Minimizing wildlife-related property damage & risk to human health and safety
from
05/01/2021 TO 04/30/2022

Cost Element		Full Cost
Personnel Compensation		\$11,786.24
Travel		\$1,114.00
Other Services		\$0.00
Supplies and Materials		\$2,829.21
Equipment		\$0.00
Subtotal (Direct Charges)		\$15,729.45
Pooled Job Costs	11.00%	\$1,730.24
Indirect Costs	16.15%	\$2,540.31
Agreement Total		\$20,000.00

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$20,000.00

* APHIS charges Indirect Costs to recover administrative costs associated with performing program work. Such costs may include office expenses, billing and collections, computers, National Environmental Policy Act (NEPA) compliance, training, and other mandatory requirements in support of the program but not specific to work on individual projects.

Financial Point of Contact

Charles B Wheeler Downtown Kansas
City Airport - Kansas City, MO

Bethany Johnson

Phone: 816-859-7612

Email: bethany.johnson@kcmo.org

APHIS WS:

Julie Daniel

Phone: 573-449-3033 x10

Email: WSMOAdmin@usda.gov

Fax: 573-449-4382