

For APHIS Use Only

WS-ER (6/20) Dates: 05/1/21-04/30/22
Customer #: 6004434

Agrmnt Total: \$140,000.00 APHIS Agreement No.: 21-7229-2266-RA
Period: 21XX WBS: AP.RA.RX29.72.0934

COOPERATIVE SERVICE AGREEMENT
between
KANSAS CITY INTERNATIONAL AIRPORT (KCI)
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 KCI mutually agree:

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

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

APHIS WS: Travis Guerrant, 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

KCI 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 KCI. KCI 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). KCI will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. KCI 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 KCI 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 \$5,000.00 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 USDA, APHIS, Wildlife Services as a listed subpermittee.
9. To provide an indoor working space for storage and completing necessary paperwork.
10. The Cooperator will not be connected to the USDA APHIS computer network(s).

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at KCI as described in the Work and Financial Plans.
2. Designate to KCI 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 KCI 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 KCI shall have the right to inspect and audit such records.
5. To coordinate with KCI 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 KCI 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.

KCI Federal Taxpayer Identification Number (TIN) 44-6000201

APHIS Federal Tax Identification Number (TIN) 41-0696271

KANSAS CITY INTERNATIONAL AIRPORT

Kansas City International Airport

P.O. Box 20047

Kansas City, MO 64195

BY: _____
Director of Aviation Date

BY: _____
Assistant City Attorney Date

BY: _____
Director of Finance Date

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

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

BY: _____
Willie D. Harris, Eastern Regional Director Date
USDA, APHIS, WS
920 Main Campus Drive
Raleigh, NC 27606

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

KCI has requested WS's assistance to resolve aviation safety and property damage issues created by various wildlife species.

Planned USDA, APHIS, Wildlife Services Activities

See Attachment C

Effective Dates

The cooperative service agreement shall commence May 1, 2021 and expire April 30, 2022.

ATTACHMENT B -
FINANCIAL PLAN

For the disbursement of funds from
Kansas City International 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		\$103,691.24
Travel		\$761.00
Other Services		\$0.00
Supplies and Materials		\$5,653.93
Equipment		\$0.00
Subtotal (Direct Charges)		\$110,106.17
Pooled Job Costs	11.00%	\$12,111.68
Indirect Costs	16.15%	\$17,782.15
Agreement Total		\$140,000.00

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$140,000.00

* 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

Kansas City International Airport -
Kansas City, MO

Kim Randolph

Phone: 816-243-5248

Email: kimberly.randolph@kcmo.org

APHIS WS:

Julie Daniel

Phone: 573-449-3033 x10

Email: WSMOAdmin@usda.gov

Fax: 573-449-4382

ATTACHMENT C
Planned USDA, APHIS, Wildlife Services Activities

USDA Wildlife Services (WS) has successfully provided the Kansas City International Airport (KCI) with wildlife damage management and assistance for over two decades. WS has proven over the years that we are extremely qualified to deal with any situation that may arise when it comes to dealing with wildlife in the airport environment.

WS will attempt to reduce and prevent damage caused by wildlife (coyotes, Canada geese, white-tailed deer, raptors and other species that pose a potential risk to human health and safety or aviation) at KCI by utilizing modern, science based wildlife population management techniques. WS will use an integrated wildlife damage management approach including, but not limited to, the use of traps, scare devices, pyrotechnics, and firearms. Below is an outline of WS experience, qualifications, and plans for this position.

The following items will be performed by WS as time allows.

1. WS will assist in reducing the threat that wildlife pose to the flying public and aircraft at KCI with a variety of methods on or near runways, taxiways, areas of operation, and the remaining KCI property.
2. WS will assist in the continued development of the wildlife management plan at KCI.
3. WS will provide a full time FAA Qualified Wildlife Airport Biologist (QWAB).
4. WS will provide technical assistance whenever KCI is planning major construction activity. WS will continue to make recommendations for vegetation that can be planted without creating unnecessary wildlife attractants as well as make recommendations for ways the airfield can be modified to reduce wildlife hazards.
5. WS will continue to develop techniques to solve wildlife problems that are unique to KCI. An example would be the utilization of mist nets hung from the ceiling to capture birds that become trapped inside terminal buildings.
6. The WS biologist on staff will maintain a flexible work schedule to deal with any species of wildlife that may be causing problems at KCI.
7. WS will communicate daily with KCI operations and provide a synopsis of work through quarterly reports.
8. WS will be proficient at communicating with the tower through the use of a ground radio and will maintain a current movement area badge at the airport.
9. WS will communicate with airport police and airport operations on a daily basis to make them aware of any wildlife control activities that may cause alarm with the general public.
10. WS will assist airport tenants with the removal of multiple species of wildlife, including bats, raccoons, and pigeons, from hangars, equipment, and vehicles. This includes the use of pellet guns, catch poles, at traps.
11. WS has worked closely with KCI to create their current and past wildlife hazard management plans. This includes consulting with the airport on the rare occasion that a damaging bird strike occurs to find out if there are any changes that can be made to prevent a similar strike in the future.

12. WS will continue to provide annual wildlife damage management and pyrotechnic training to KCI staff. This is provided by the wildlife biologist on staff, without additional expense to the airport.
13. WS has conducted multiple Wildlife Hazard Assessments (WHA) at KCI, including the most current one in 2015. These have been provided by the wildlife biologist on staff at KCI, without additional expense to the airport.
14. The WS wildlife biologist on staff began a WHA in 2019 without additional expense to KCI. This WHA will be completed in 2020.
15. WS will conduct an extensive raptor capture, band, and relocate program. The WS biologist on staff at KCI captures, bands, and relocates 100-150 raptors every year. WS also maintains all required permits and records for this banding program.
16. WS has and will continue to remove nests of a variety of species of birds whenever they are observed.
17. WS will continue to remove nesting pairs of Canada geese from airport property whenever they are observed.
18. WS will continue its strong working relationship with the Missouri Department of Conservation (MDC).
19. WS will coordinate with MDC and the Mid-America Hunting Association to ensure safe and successful archery hunts on airport property.
20. WS will provide assistance with birds or other wildlife at Park Air Express. This includes the use of traps to reduce house sparrow numbers and harassment tools to disperse roosting starlings.
21. The WS biologist on staff at KCI will provide assistance with outreach programs for KCI.
22. The WS biologist on staff at KCI will provide assistance with media requests and will continue to do so as requested in the future.
23. WS is the only available provider and applicator for DRC-1339. DRC-1339 is an avicide that is used to reduce starling and pigeon numbers when they become a hazard to human health and safety or aviation.
24. WS biologist on staff at KCI will coordinate with field maintenance to ensure that 1/3 of the airfield is treated with zinc phosphide annually to reduce rodent populations and thus reduce the airfields attractiveness to raptors. The WS biologist will also conduct pre and post application rodent population surveys to measure the effectiveness of each application. The results of these surveys have been put into reports and shared with airport operations staff. These activities will continue.
25. WS will maintain detailed records of both lethal removal and non-lethal harassment of wildlife at KCI.
26. The WS biologist on staff at KCI will evaluate wildlife damage whenever it is observed to determine the species that caused the damage and determine the best course of action to prevent it in the future.
27. WS will continue to assist the farm management program at KCI. This includes technical assistance and recommendations for land uses to continually reduce aviation hazards.
28. WS will conduct wildlife surveys at KCI on the airfield and in the surrounding agricultural areas. Data from these surveys will be used to reduce aviation hazards.
29. WS will provide KCI with the WS Form 37 that is required to obtain a USFWS migratory bird depredation permit. WS will also keep detailed records of wildlife take conducted at the airport and assist in the reporting requirements.

30. WS will maintain a state wide USFWS migratory bird depredation permit to allow for the removal of species that are not included on the airports USFWS migratory bird depredation permit. This will allow for the removal of unexpected species in emergency situations.
31. WS will provide some equipment, vehicles, and supplies necessary for wildlife management activities.
32. WS adheres to the stipulations set forth by the National Environmental Policy act (NEPA). This ensures all actions taken by WS on KCI are environmentally sound and not harmful to the environment or overall wildlife population.
33. WS will continue to maintain the appropriate ATF permit for the use of suppressed firearms to reduce disturbance to the general public or airport tenants when conducting wildlife control.
34. WS will continue to perform any other duties requested by KCI whenever possible in compliance with local, state, and federal laws.