

**COOPERATIVE SERVICE AGREEMENT**  
**Between**  
**CITY OF LEE'S SUMMIT (LEE'S SUMMIT MUNICIPAL AIRPORT)**  
**and the**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)**  
**WILDLIFE SERVICES (WS)**

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), 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 the Cooperator agree:

1. The Cooperator will provide payment by the time of service to "USDA, APHIS" in the amount of \$1,500.00.
2. 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.
3. 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.
4. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management services that the Cooperator is seeking from APHIS-WS.
5. 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.
6. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4

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

ARTICLE 5

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 6

APHIS 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 (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680). 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.

The Agreement shall become effective **March 10, 2023**, and shall continue in effect until **September 30, 2023**. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

Federal Taxpayer Identification Number (TIN): 43-1717298

APHIS Federal Tax Identification Number (TIN): 41-0696271

City of Lee's Summit  
220 SE Green St.  
Lee's Summit, MO 64063

USDA-APHIS-Wildlife Services  
1714 Commerce Ct., Suite C  
Columbia, MO 65202

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William A. Baird, Mayor

Date

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Travis Guarrant, MO/IA State Director

Date

# WORK PLAN

Wildlife Species: **All wildlife Species.**

Description of Damage: **Airport safety.**

Location: **Lee's Summit Municipal Airport, MO**

Services Provided: **Wildlife Service will provide Lee's Summit Airport a Wildlife Hazard Site Visit as described in the Advisory circular 150/5200-38**

## FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$1,195.17
Travel		\$204.00
Other Services		\$0.00
Supplies and Materials		\$236.65
Equipment		\$0.00
Subtotal (Direct Charges)		\$1,635.81
Indirect Costs	16.15%	\$264.18
<b>Agreement Total</b>		<b>\$1,900.00</b>

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$1,900.00

\* 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**

City of Lee's Summit	Mike Anderson	Phone: 816-969-1800 Email: <a href="mailto:Mike.Anderson@cityofls.net">Mike.Anderson@cityofls.net</a>
APHIS WS:	Rachel Doyle	Phone: 573-476-8027 Email: <a href="mailto:WSMOAdmin@usda.gov">WSMOAdmin@usda.gov</a> Fax: 573-449-4382