

CITY OF ST. LOUIS

COOPERATIVE SERVICE AGREEMENT FOR

ANIMAL AND PLANT HEALTH INSPECTION SERVICES

AT LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®

AGREEMENT NO: 69363

AGREEMENT NOT-TO-EXCEED AMOUNT: \$670,000.00

ESTIMATED ANNUAL ENCUMBRANCES:

FY 2015 - 2016	\$107,250.03
FY 2016 - 2017	\$220,529.01
FY 2017 - 2018	\$224,866.11
FY 2018 - 2019	\$117,354.85

SERVICE PROVIDER: United States Department of Agriculture (USDA)
Animal and Plant Health Inspection Service (APHIS)
Wildlife Services (WS)
1714 Commerce Court, Suite C
Columbia, Missouri 65202

AGREEMENT AUTHORIZED BY ORDINANCE NO.: 69985

BUDGET ACCOUNT: 5637 ✓

**LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT
ST. LOUIS, MISSOURI**

CITY OF ST. LOUIS
COOPERATIVE SERVICE AGREEMENT FOR
ANIMAL AND PLANT HEALTH INSPECTION SERVICES
AT LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT

This Cooperative Service Agreement, made and entered into this 23rd day of December, 2015 ("the **Agreement**"), by and between the City of St. Louis, a municipal corporation of the State of Missouri (the "**City**") and the United States Department of Agriculture, Animal and Plant Health Inspection Service Agency, Wildlife Services (the "**APHIS-WS**").

WITNESSETH THAT:

WHEREAS, the City owns and operates Lambert-St. Louis International Airport ("**Airport**"); and

WHEREAS, the City seeks to work with a qualified provider for the services described herein;

NOW THEREFORE, for and in consideration of the promises and of the mutual covenants and agreements herein contained, and other valuable considerations, the City and APHIS-WS agree as follows:

For APHIS Use Only

WS-ER (9/15) Dates: 1/1/16 – 12/31/18 Agrmnt Total: \$ 670,000 APHIS Agreement No.: 16-7229-2663-RA
Customer #: 6005111 Period: Multiple budget periods WBS: AP.RA.RX29.72.0695

COOPERATIVE SERVICE AGREEMENT
between
THE CITY OF ST. LOUIS (CITY)
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT (AIRPORT)
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 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101 Stat. 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 City mutually agree:

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

The City: David R. Kulinsky
Assistant Director
Operations/Maintenance
Lambert-St. Louis International Airport
10701 Lambert International Boulevard
St. Louis, MO 63145

APHIS WS: Parker T. Hall, 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 David R.

Kulinsky or his/her designee, the State Director or his/her designee, and/or those additional persons authorized and approved by David R. Kulinsky 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

The City 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 the City. The City 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). The City will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. The City 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 City 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

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at the Airport as described in the Work and Financial Plans.
2. Designate to the City the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill the City 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 the City shall have the right to inspect and audit such records.
4. To coordinate with the City 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

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service 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 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

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 10

The City certifies that APHIS WS has advised the City that there may be private sector service providers available to provide wildlife management services that the City is seeking from APHIS WS.

ARTICLE 11

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.

ARTICLE 12

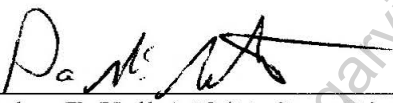
This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the City 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.

The City Federal Taxpayer Identification Number (TIN) 43-6003231

APHIS Federal Tax Identification Number (TIN) 41-0696271

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

BY:  11-12-15
for Parker T. Hall, MO/IA State Director Date
USDA, APHIS, WS
1714 Commerce Ct., Suite C
Columbia, MO 65202

BY:  11/17/15
Charles S. Brown, Eastern Regional Director Date
USDA, APHIS, WS
920 Main Campus Drive
Raleigh, NC 27606

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals as set forth below:

**THE CITY OF ST. LOUIS, MISSOURI, OWNER AND OPERATOR OF
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT:**

The foregoing Agreement was approved on this 2nd day of December, 2015,
by the Airport Commission.

BY: [Signature] 12/3/15
Director of Airports Date

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its
meeting on December 16, 2015.

BY: [Signature] 12/16/15
Secretary Date
Board of Estimate & Apportionment

APPROVED AS TO FORM BY:

[Signature] 12-5-15
City Counselor Date

COUNTERSIGNED BY:

[Signature]
Comptroller Date

ATTESTED TO BY:

[Signature] DEC 23 2015
Register Date

CITY COMPTROLLER'S OFFICE
DOCUMENT NUMBER 69363

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. The primary authority for Wildlife Services (WS) is 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). Wildlife Services' activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The 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. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). 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

To reduce wildlife hazards to aviation on City owned properties at the Airport.

Planned USDA, APHIS, Wildlife Services Activities

1. Two full time WS personnel to provide technical and operational assistance as needed in the urban Airport environment.
2. Additional part time personnel as needed.
3. Monitor wildlife use of the airfield and critical airspace on City owned properties at the Airport.

Effective Dates

The cooperative service agreement shall commence January 1, 2016 and shall expire on December 31, 2018.

**ATTACHMENT B
FINANCIAL PLAN**

Agreement Total - All Periods \$670,000.00				
	Jan 1, 2016 - Jun 30, 2016	Jul 1, 2016 - Jun 30, 2017	Jul 1, 2017 - Jun 30, 2018	Jul 1, 2018- Dec 31, 2018
Personnel Costs	\$82,775.97	\$168,740.04	\$172,451.05	\$90,302.56
Travel & Per Diem	\$800.00	\$2,200.00	\$2,000.00	\$1,000.00
Supplies & Equipment	\$773.25	\$2,500.00	\$2,400.00	\$993.82
Sub Total (Direct Charges)	\$84,349.22	\$173,440.04	\$176,851.05	\$92,296.38
Pooled Job Costs (Equip., fleet, & other costs shared between projects)	\$9,278.41	\$19,078.40	\$19,453.62	\$10,152.60
Indirect Costs*	\$13,622.40	\$28,010.57	\$28,561.44	\$14,905.87
Total	\$107,250.03	\$220,529.01	\$224,866.11	\$117,354.85

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **\$670,000.00**.

* 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, and other mandatory requirements in support of the program but not specific to work on individual projects.

Financial Point of Contact

The City: Antonio Strong

Phone: 314-426-8026

APHIS WS: Kerry Haller

Phone: 573-449-3033 x11

Fax: 573-449-4382

Email: Kerry.L.Haller@USDA.GOV