

NONREIMBURSABLE INTERAGENCY AGREEMENT  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
GLENN RESEARCH CENTER  
AND  
U.S. DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE,  
WILDLIFE SERVICES-OPERATIONS  
FOR  
WILDLIFE MANAGEMENT AND ASSISTANCE

ARTICLE 1. AUTHORITY AND PARTIES

The National Aeronautics and Space Administration Glenn Research Center, located at 21000 Brookpark Road, Cleveland, OH 44135 (hereinafter referred to as "NASA" or "NASA GRC") enters into this Interagency Agreement (hereinafter referred to as "IAA") in accordance with 51 U.S.C. § 20113(e). The U.S. Department of Agriculture, Animal and Plant Health Inspection Service (APHIS) Wildlife Services-Operations (WS), located at 6100 Columbus Avenue, Building 7141, Sandusky, OH 44870 (hereinafter referred to as "APHIS-WS" or "Partner"), enters into this IAA in accordance with Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, PL No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353. NASA and APHIS-WS may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

The purpose of this Agreement is to account for the provision of institutional support services as necessitated by the execution of REAMS GRC-2023-0449. This Agreement will benefit NASA as Partner's efforts will aid NASA in complying with federal regulations and NASA policy pertaining to wildlife residing at NASA Glenn Research Center's Armstrong Test Facility (GRC-ATF). This Agreement will benefit Partner as this Agreement will allow APHIS-WS to resolve wildlife conflicts between the employees of GRC-ATF and the local animal population commensurate with their congressional mandate.

ARTICLE 3. RESPONSIBILITIES

A. NASA GRC will use reasonable efforts to:

1. Provide institutional services, including but not limited to snow removal, fence maintenance, road maintenance, ditch maintenance, security, lawn mowing, electricity, janitorial services, etc., as needed.
2. Notify APHIS-WS of injured, dead, or diseased animals on the GRC-ATF premises and support actions deemed necessary by APHIS-WS to address the issue.

3. Coordinate meetings and preliminary actions required for a controlled deer hunt to be conducted on GRC-ATF premises to include sector truthing, boundary flagging, planning meetings, guidance for mowing, etc., in the event controlled deer hunts resume.
4. Assist APHIS-WS with ongoing wildlife management efforts for species such as raccoons, skunks, woodchucks, opossums, birds, etc. inhabiting GRC-ATF premises.
5. Coordinate cleaning of facilities forward of the draining systems used in field dressing once APHIS-WS responsibilities have been completed.
6. Assist with the development of the annual deer cull plan and the accompanying hazard analysis that will be routed through NASA and APHIS-WS for concurrence.
7. Coordinate purchase and use of radio frequency transmitting devices with Partner so that no interference with NASA's operations at GRC-ATF and the surrounding community shall arise.
8. Respond to the APHIS-WS's request for the use of NASA-owned tools, equipment, other facilities, and supplies. Any such request shall be made in writing by APHIS-WS in accordance with NASA Form 893. Such use will be on a non-interference basis and will be for only those tools, equipment, other facilities, and supplies not required by NASA during the period of such loan or use. Availability of all tools, equipment, other facilities, and supplies shall be under the terms and conditions herein stated, and other additional terms and conditions as may be stated by NASA.

B. APHIS-WS will use reasonable efforts to:

1. Provide wildlife management to GRC-ATF when species such as raccoons, skunks, woodchucks, opossums, and birds cause damage to buildings, facilities, and equipment, presenting human health and safety problems, within the scope of the agreement which accounts for the cost of office and storage space allotted to APHIS-WS. Any additional direct control services, not including technical assistance, would be addressed through separate Interagency Agreements for costs that would be incurred over the cost to cover office and storage space allocated to APHIS-WS.
2. Respond to calls about injured wildlife, dead wildlife (deer only), or diseased wildlife on the GRC-ATF premises, and provide appropriate solution to each case.
3. Act as liaison with the Ohio Division of Wildlife in the coordination, preparation, and execution of the annual deer culls at GRC-ATF, and in particular:
  - a. Assist with the development of the plan and the hazard analysis that will be routed through NASA and APHIS-WS for concurrence.
  - b. Track the resulting data in respect to compliance with the Deer Damage Control Permit issued by the Ohio Division of Wildlife.

- c. Undertake reasonable efforts to clean all surfaces within the facility. However, due to the inherent nature of the work performed, USDA cannot guarantee the complete removal of biologics. Certain areas, both inside and outside the facility, may not be fully cleanable due to damaged concrete and/or drainage issues that cause pooling. In the event that the facility requires additional cleaning attention following a night of operations, NASA shall promptly notify USDA. Upon receiving such notification, USDA will be given the opportunity to address and clean the specific area of concern.
  - d. Coordinate the NASA GRC-ATF deer culls by escorting hunters, holding safety briefings, tracking wounded deer, transporting hunters, etc. if controlled hunts are resumed.
4. Coordinate the purchase and use of radio frequency transmitting devices with the GRC Radio Frequency Spectrum Manager, Glenn Research Center, Cleveland, Ohio, so that no interference with NASA's operations at GRC-ATF and the surrounding community shall arise.
  5. Request the use of NASA-owned tools, equipment, other facilities, and supplies. Any such request shall be made in writing in accordance with NASA Form 893. Such use will be on a non-interference basis and will be for only those tools, equipment, other facilities, and supplies not required by NASA during the period of such loan or use. Availability of all tools, equipment, other facilities, and supplies shall be under the terms and conditions herein stated, and other additional terms and conditions as may be stated by NASA.
  6. Provide any maintenance that may be required on such provided tools, equipment, and other facilities, and shall return such tools, equipment, and other facilities in the same condition as when provided to the Partner, save normal wear and tear on operating equipment.
  7. Explosives and ammunition shall be used and stored in accordance with NASA STD 9719.12, Safety Standard for Explosives, Propellants and Pyrotechnics. An Explosive Site Plan and GRC License Location Record for Explosives, Propellants, and Pyrotechnics shall be submitted and approved by the NASA Explosive Safety Officer.
  8. Mishaps that impact NASA operations, facilities, or personnel shall be immediately reported to the NASA Technical Point of Contact.

#### ARTICLE 4. SCHEDULE AND MILESTONES

The planned major milestones for the activities defined in the "Responsibilities" Article are as follows:

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| 1. NASA GRC to provide the Institutional services and Partner to provide the wildlife management functions described above. | As needed throughout the term of the Agreement. |
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ARTICLE 5. FINANCIAL OBLIGATIONS

There will be no transfer of funds between the Parties under this Agreement and each Party will fund its own participation. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

ARTICLE 6. PRIORITY OF USE

Any schedule or milestone in this IAA is estimated based upon the Parties' current understanding of the projected availability of its respective goods, services, facilities, or equipment. In the event that either Party's projected availability changes, NASA or APHIS-WS, respectively, shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's and APHIS-WS's use of its own goods, services, facilities, or equipment shall have priority over the use planned in this IAA.

ARTICLE 7. LIABILITY

Each Party agrees to assume liability for its own risks arising from or related to activities conducted under this IAA.

ARTICLE 8. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

NASA and APHIS-WS agree that the information and data exchanged in furtherance of the activities under this IAA will be exchanged without use and disclosure restrictions unless required by national security regulations (e.g., classified information) or as otherwise provided in this IAA or agreed to by NASA and other Federal Agency for specifically identified information or data (e.g., information or data specifically marked with a restrictive notice).

ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

Unless otherwise agreed upon by NASA and APHIS-WS, custody and administration of inventions made (conceived or first actually reduced to practice) under this IAA will remain with the respective inventing Party. In the event an invention is made jointly by employees of the Parties (including by employees of a Party's contractors or subcontractors for which the U.S. Government has ownership), the Parties will consult and agree as to future actions toward establishment of patent protection for the invention.

ARTICLE 10. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

NASA or APHIS-WS may, consistent with Federal law and this Agreement, release general information regarding its own participation in this IAA as desired. Insofar as participation of the other Party in this IAA is included in a public release, NASA and APHIS-WS will seek to consult with each other prior to any such release, consistent with the Parties' respective policies.

Pursuant to Section 841(d) of the NASA Transition Authorization Act of 2017, Public Law 115-10 (the "NTAA"), NASA is obligated to publicly disclose copies of all agreements conducted pursuant to NASA's 51 U.S.C. §20113(e) authority in a searchable format on the NASA website within 60 days after the agreement is signed by the Parties. The Parties acknowledge that, if this IAA is entered into pursuant to NASA's 51 U.S.C. §20113(e) authority, this IAA will be disclosed, without redaction, in accordance with the NTAA.

ARTICLE 11. TERM OF AGREEMENT

This IAA becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or five (5) years from the effective date, whichever comes first.

ARTICLE 12. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Agreement by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 13. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, e.g., "Liability and Risk of Loss" and "Intellectual Property Rights" and related clauses shall survive such expiration or termination of this Agreement.

ARTICLE 14. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Agreement.

Management Points of Contact

NASA  
William Camperchioli  
Deputy Director  
NASA GRC Neil A. Armstrong Test Facility  
Mail Stop: ATF  
6100 Columbus Ave.  
Sandusky, OH 44870  
Phone: 216-509-2824  
[william.p.camperchioli@nasa.gov](mailto:william.p.camperchioli@nasa.gov)

U.S. Dept. of Agriculture, APHIS,  
Wildlife Services  
Keith Wehner  
Director, Eastern Region  
920 Main Campus Drive; Suite 200  
Raleigh, NC 28606  
Phone: 919-855-7200

Technical Points of Contact

NASA

Joseph DeMassimo  
Station Operations Manager  
NASA GRC Neil A. Armstrong Test Facility  
Mail Stop: ATF  
6100 Columbus Ave.  
Sandusky, OH 44870  
Phone: 419-621-3275  
[joseph.e.demassimo@nasa.gov](mailto:joseph.e.demassimo@nasa.gov)

U.S. Dept. of Agriculture, APHIS,

Wildlife Services

John Paul Seman  
District Supervisor  
6100 Columbus Ave.  
Sandusky, OH 44870  
Phone: 330-618-7221  
[john.p.seman@usda.gov](mailto:john.p.seman@usda.gov)

ARTICLE 15. DISPUTE RESOLUTION

All disputes concerning questions of fact or law arising under this IAA shall be referred by the claimant in writing to the appropriate person identified in this IAA as the "Points of Contact." The persons identified as the "Points of Contact" for NASA and APHIS-WS will consult and attempt to resolve all issues arising from the implementation of this IAA. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this IAA, or their designees, for joint resolution after the Parties have separately documented in writing clear reasons for the dispute. As applicable, disputes will be resolved pursuant to The Department of the Treasury's Intragovernmental Transaction Guide (Treasury Financial Manual, Vol. 1, Chapter 2, Part 4700, Appendix 10 (hereinafter, the "Intragovernmental Transaction Guide")).

ARTICLE 16. MODIFICATIONS

Any modification to this IAA shall be executed, in writing, and signed by an authorized representative of NASA and the APHIS-WS.

ARTICLE 17. APPLICABLE LAW

U.S. Federal law governs this IAA for all purposes, including, but not limited to, determining the validity of the IAA, the meaning of its provisions, and the rights, obligations, and remedies of the Parties.

ARTICLE 18. LOAN OF GOVERNMENT PROPERTY

The Parties shall enter into a NASA Form 893, Loan of NASA Equipment, for NASA equipment loaned to Partner.

ARTICLE 19. SIGNATORY AUTHORITY

Approved and authorized on behalf of each Party by:

NATIONAL AERONAUTICS AND  
SPACE ADMINISTRATION  
GLENN RESEARCH CENTER

U.S. DEPARTMENT OF  
AGRICULTURE, APHIS,  
WILDLIFE SERVICES

BY: \_\_\_\_\_  
James A. Kenyon, Ph.D.  
Center Director

KEITH WEHNER  
BY: \_\_\_\_\_  
Keith Wehner  
Director, Eastern Region Wildlife  
Services

Digitally signed by  
KEITH WEHNER  
Date: 2024.09.05  
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DATE: \_\_\_\_\_

DATE: 9/5/2024 \_\_\_\_\_