

APHIS SALES ORDER REQUEST FORM

State Office:

Date:

Agreement Number:

Amendment:

Number

Cooperator Name:

FMMI

Customer #

Billing Address:

Category:

Sales Order Type:

Budget Period:

FMMI PO (if a USDA Agency):

WBS Element:

TAS:

Agreement Performance Period:

Amount of This SO Request:

Total Amount to Date:

Overhead Rate:

WS Pooled Job Costs:

Frequency of Billing :

Previously on OSEC Report?

OSEC Date:

Species :

Additional Comments:

For WRO Use Only:

Received in WRO

OSEC Report

Overhead Calc.

Mail Distribution Date

ACMS

Agr.Spec.

No. & State

MIPR

Agreement

CSA

WFP

7600

Mod

Waiver

DEOB

Check

Attached

MRP

SHC

Scan Date:

Sent to:

APPROVAL FOR FISCAL YEAR 2021 AGREEMENTS

Initiative/Agreement Title: WS HUMAN HEALTH/SAFETY GENERAL

Proposed funding level: \$ 34,698,244

What is the purpose of the initiative/agreement and how does it align with the Agency's and Secretary's priorities?

Wildlife Services (WS) provides Federal leadership and expertise to resolve wildlife conflicts to allow people and wildlife to coexist. WS works with government agencies, local municipalities, citizens and others to reduce the effects of wildlife on human health and safety. The work is conducted in a variety of settings; schools, homes, industrial, airports and parks. Health and safety activities include protecting humans against aggressive wildlife (geese, coyotes, mountain lions) and protecting drinking water from wildlife contamination. In addition to the numerous partnerships across the nation, WS has four strategic program areas that support the success of this core mission:

- The National Training Academy ensures personnel receive training to safely administer wildlife damage management activities.
- The Aviation Safety and Training Operations Center provides training to pilots and crew to conduct low-level flying operations.
- The WS National Wildlife Disease Program (NWDP) and National Rabies Management Program monitor wildlife for zoonotic diseases that can infect humans, including rabies, avian influenza, plague and tularemia.
- The NWDP Surveillance and Emergency Response System can assist during natural disasters including wildfires, floods, and disease outbreaks.

This initiative supports USDA goal 2 and APHIS objectives 2.1, 2.2, 2.4

Previous year funding level: \$ 34,017,886

<Prior year details for initiatives can be found on an attached spreadsheet>

Historic instruments used to accomplish the initiatives goals

Cooperative Agreement (CA)	Grant (GR)	Interagency Agreement (IA)	Incoming Fund Agreement (RA/TF/OTC)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Signatures:

Routing:

	Name/program	Signature and date
Program Official	Christina Taylor	CHRISTINA TAYLOR <small>Digitally signed by CHRISTINA TAYLOR Date: 2020.11.12 12:16:13 -05'00'</small>
Agreement Specialist	Jamil Chaney	DORJAN CHANEY <small>Digitally signed by DORJAN CHANEY Date: 2020.11.12 15:03:23 -05'00'</small>

Approving official:

Title	Name	Signature and date		
Signatory or Delegate	David Reinhold	DAVID REINHOLD <small>Digitally signed by DAVID REINHOLD DN: cn=US, o=U.S. Government, ou=Department of Agriculture, email=DAVID.REINHOLD@aphis.usda.gov, 0.9.2342.19200300.100.1.1=12001000092409 Date: 2020.11.12 15:27:44 -05'00'</small>	Individual agreement	<input type="checkbox"/>
SES	Janet Bucknall	JANET BUCKNALL <small>Digitally signed by JANET BUCKNALL Date: 2020.11.12 16:43:02 -05'00'</small>	≥ \$250,000	<input type="checkbox"/>
Undersecretary USDA/MRP		<i>Janet Bucknall 11/17/2020</i>	≥ \$10,000,000	<input checked="" type="checkbox"/>
Deputy Secretary of USDA			≥ \$50,000,000	<input type="checkbox"/>

COOPERATIVE SERVICE AGREEMENT
between
SNOHOMISH COUNTY – PAINE FIELD (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this Cooperative Service Agreement is to provide a framework under which wildlife damage management activities will be conducted at Paine Field in an effort to reduce wildlife-associated threats to aviation safety.

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 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 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services 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.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. 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 on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.
4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;
Arif Ghouse, Airport Director
Snohomish County, Paine Field
3220 100th SW, Suite A
Everett, WA 98204
(425) 388-5118
Arif.ghouse@snoco.org
2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. 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.
7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.
8. To obtain the appropriate permits for removal activities for species listed in the Work Plan and list USDA, APHIS, Wildlife Services as subpermitees.
9. To provide an indoor working space to complete necessary paperwork.

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

Mike Linnell, State Director, WA/AK

720 O’Leary Street NW

Olympia, WA 98502

360-753-9884

Mike.a.linnell@usda.gov

2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of 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 invoice Cooperator monthly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

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 may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

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 – CONGRESSIONAL RESTRICTIONS

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 – LAWS AND REGULATIONS

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 – LIABILITY

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 – NON-DISCRIMINATION CLAUSE

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 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on January 1, 2021 and shall continue through December 31, 2025 not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. 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 60 days prior to effecting such action. Further, in the event the Cooperator 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.

Cooperator's Tax ID No.: 91-6001368

APHIS-WS's Tax ID: 41-0696271

Cooperator:

**Arif R.
Ghouse**

Digitally signed by Arif R.
Ghouse
Date: 2020.12.10 13:36:59
-08'00'

12/10/20

Arif Ghouse, Airport Director
Snohomish County
3220 100th SW, Suite A, Everett, WA 98204

Date

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

**MICHAEL
LINNELL**

Digitally signed by MICHAEL LINNELL
DN: c=US, o=U.S. Government, ou=Department
of Agriculture, cn=MICHAEL LINNELL,
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Date: 2020.12.14 10:25:56 -08'00'

Mike Linnell, State Director, WA/AK
USDA, APHIS, WS
720 O'Leary Street NW, Olympia, WA 98502

Date

for

Keith Wehner, Director, Western Region
USDA, APHIS, WS
2150 Centre Ave., Bldg. B, Mailstop 3W9, Ft. Collins, CO 80526

Date

WORK PLAN/FINANCIAL PLAN

Cooperator: Snohomish County

Contact: Andrew Rardin, 425-353-2110 Ext 2227

Cooperative Service Agreement No.: 21-73-53-5594-RA

WBS Element: AP.RA.RX53.73.0101

Location: Paine Field, Everett, WA

Dates: January 1, 2021 – December 31, 2021

In accordance with the Cooperative Service Agreement 21-73-53-5594-RA (2021 signature year) between the Snohomish County and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of the wildlife control activities for the period of January 1, 2021 through December 31, 2021.

Program Objective

Wildlife Services' objective is to reduce human health and safety risks associated with potential wildlife/aircraft collisions and other airport operations. APHIS-WS will provide assistance in the form of technical information, recommendations, and wildlife management activities related to minimizing wildlife conflicts. Specifically, APHIS-WS will work to reduce the threat from animals found utilizing the runway and proximity.

PLAN OF ACTION:

1. APHIS-WS will assign one Wildlife Biologist to Paine Field for up to 40 hours per week, and will also provide the vehicles, equipment, supplies, and/or training necessary to implement management activities. The Wildlife Biologist will assist Paine Field by:
 - collecting wildlife survey data
 - monitoring construction projects for potential wildlife hazards
 - providing annual wildlife hazard management training to Paine Field staff
 - assisting in maintaining and implementing the Wildlife Hazard Management Plan for Paine Field
 - providing direct control assistance when available
 - participating in meetings
 - providing reports upon request

2. Paine Field will be responsible for obtaining and maintaining the Migratory Bird Depredation Permits that are required by the United States Fish and Wildlife Service. APHIS WS will provide activity reports and assist with the annual reporting.

3. Paine Field will be responsible for providing APHIS-WS personnel with the necessary security access and training for accessing the ramp and air movement areas as authorized.
4. Brook Zscheile, District Supervisor in Poulsbo, WA, (360) 337-2778 will supervise this project. It will be monitored by Mike Linnell, State Director, Olympia, WA, (360) 753-9884.
5. APHIS-WS will cooperate with the Washington Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, county and local city governments and other entities to ensure compliance with applicable Federal, State and local laws and regulations.
6. Snohomish County will be billed monthly by APHIS-WS only for expenses shown in the Financial Plan and will not exceed the Agreement Total. Personnel Compensation is defined as salary for all hours worked, benefits, differentials, hazardous duty allowances, annual leave, sick leave and awards. The financial point of contact for this Work Plan/Financial Plan is Deborah Stalman, Supervisory Budget Analyst, (360) 753-9884.

FINANCIAL PLAN

For the disbursement of funds from
 Snohomish County – Paine Field
 to
 USDA APHIS Wildlife Services
 for
 Airport Wildlife Hazard Management
 from
 1/1/2021 to 12/31/2021

Cost Element	Full Cost	
Personnel Compensation	\$	77,300.00
Vehicles	\$	9,940.00
Supplies and Materials	\$	8,000.00
Subtotal (Direct Charges)	\$	95,240.00
Pooled Job Costs	11.00%	10,476.40
Indirect Costs	16.15%	\$ 15,381.26
Agreement Total	\$	\$ 121,097.66

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$121,097.66.

Mailing address:

SNOHOMISH COUNTY
SNOHOMISH COUNTY AIRPORT
3220 100TH SW, Suite A
EVERETT, WA 98204

Arif R. Ghouse

Digitally signed by Arif R.
Ghouse
Date: 2020.12.11 13:48:02
-08'00'

Airport Director, Snohomish County

Billing address:

Same as mailing

12-11-2020

Date

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

**MICHAEL
LINNELL**

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DN: c=US, o=U.S. Government,
ou=Department of Agriculture, cn=MICHAEL
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Date: 2020.12.14 10:27:12 -08'00'

Mike Linnell, State Director, WA/AK

Date

for _____
Keith Wehner, Director, Western Region

Date