

# APHIS SALES ORDER REQUEST FORM

State Office:	Washington	Date:	12/12/2024		
Agreement Number:	25-7353-7164-RA	Amendment:	NO	Number	
Cooperator Name:	City of Everett - Public Works	FMMI Customer #	0006018217		
A/P Mailing Address: (Billing address)	Attn: Emily Coba 3200 Cedar Street Everett, WA 98201	Category:	Human Health/Safety		
Cooperator Financial POC:	Emily Coba	Cooperator PO #:			
Sales Order Type:	ROWE - non federal reimbursable agreements, no advance, ie CSAs				
Budget Period:	25XX - No Year Funds	FMMI PO (if a USDA Agency):			
WBS Element:	AP.RA.RX53.73.0272	TAS:			
Agreement Performance Period:	1/1/2025 - 12/31/2025				
Amount of This SO Request:	\$ 5,117.79	Total Amount to Date:	\$ 5,117.79		
Overhead Rate:	16.15%	WS Pooled Job Costs:	11%	Frequency of Billing:	Monthly
Previously on OSEC	<input type="checkbox"/>	OSEC Date:		Species Managed:	Gulls
Location of Work:	3200 Cedar Street Everett, WA				

Additional Comments:

CSA through 12/31/2025

For WRO Use Only:

Received in WRO	OSEC Report	Overhead Calc.	<input checked="" type="checkbox"/>	Mail Distribution Date
12/10/2024	12/31/2024	ACMS	<input checked="" type="checkbox"/>	
		Agr.Spec.	<input checked="" type="checkbox"/>	No. & State
				1-WA elec
Routing Notes:				
<input type="checkbox"/> MIPR	<input type="checkbox"/> Agreement	<input checked="" type="checkbox"/> CSA	<input checked="" type="checkbox"/> WFP	<input type="checkbox"/> 7600
<input type="checkbox"/> Mod	<input type="checkbox"/> Waiver	<input type="checkbox"/> DEOB	Attached	<input type="checkbox"/> MRP
			<input type="checkbox"/> SHC	
Scan Date:	01/03/2024	Sent to:	Michelle, Sheryl	

## **WORK PLAN/FINANCIAL PLAN**

**Cooperator:** City of Everett – Public Works

**Contact:** Emily Coba, (425) 257-8889, [ecoba@everettwa.gov](mailto:ecoba@everettwa.gov)

**Cooperative Service Agreement No.:** 25-7353-7164-RA

**WBS Element:** AP.RA.RX53.73.0272

**Location:** 3200 Cedar Street, Everett, WA

**Dates:** January 1, 2025 - December 31, 2025

In accordance with the Cooperative Service Agreement 25-7353-7164-RA (2020 signature year) between City of Everett 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, 2025 through December 31, 2025.

### **Program Objective/Goals**

Wildlife Services' objective is to provide assistance to City of Everett when it experiences wildlife conflicts caused by birds. This assistance may be in the form of educational information, non-lethal techniques, or direct control. If direct control is necessary, the most effective and safe tools and techniques available will be utilized.

The specific goal is to provide the City of Everett an integrated wildlife damage management program to alleviate damages and human health and safety issues associated with gulls, as well as other nuisance bird species.

### **Plan of Action**

The objective of the wildlife control activities will be accomplished in the following manner:

1. WS will assign one Wildlife Specialist on an intermittent basis, not to exceed 80 hours, to the project and will also provide the vehicle, field supplies and equipment.
2. Damage control will be accomplished primarily with the use of the following:
  - Egg addling
  - Self-setting decoy traps
  - Nest Removal

3. Evan Moran, West District Supervisor, will supervise this project, (360) 337-2778. This project will be monitored by Mike Linnell, State Director, Olympia, WA, (360) 753-9884.
4. 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.
5. WS will evaluate the control work conducted during the period of performance to assess ongoing damage and communicate with City of Everett on future work plans as needed.
6. City of Everett will be billed monthly by WS only for expenses shown in the Financial Plan and will not exceed the Agreement Total. Salaries and benefits are defined as compensation 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 Michelle Rodriguez, Budget Analyst, (360) 742-5496.

### FINANCIAL PLAN

For the disbursement of funds from

The City of Everett

to

USDA APHIS Wildlife Services

for

Integrated Wildlife Damage Management

from

January 1, 2025 to December 31, 2025

1

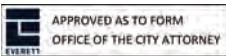
Cost Element		Full Cost
Personnel Compensation	\$	3,280.00
Vehicles	\$	445.00
Supplies and Materials	\$	300.00
Subtotal (Direct Charges)	\$	4,025.00
Pooled Job Costs	11.00%	\$ 442.75
Indirect Costs	16.15%	\$ 650.04
<b>Agreement Total</b>	<b>\$</b>	<b>5,117.79</b>

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: **\$5,117.79**

Mailing Address:	Billing Address:
CITY OF EVERETT PUBLIC WORKS	Same as Mailing
Emily Coba, Associate Engineer	Financial POC: Emily Coba
3200 Cedar St.	(425) 257-8889, <a href="mailto:ecoba@everettwa.gov">ecoba@everettwa.gov</a>
Everett, WA 98201	Tax ID: 91-6001248

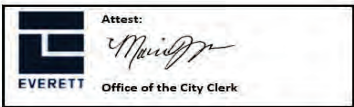


Hon. Mayor Cassie Franklin



12/11/2024

Date



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

BROOK  
ZSCHEILE

Digitally signed by BROOK  
ZSCHEILE  
Date: 2024.12.13 10:45:46  
-08'00'

For: Mike Linnell, State Director, Washington

Date

WENDY ANDERSON

Digitally signed by WENDY  
ANDERSON  
Date: 2025.01.02 09:31:57 -07'00'

Wendy Anderson, Director, Western Region

Date

**COOPERATIVE SERVICE AGREEMENT**  
**between**  
**CITY OF EVERETT(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 assistance to CITY OF EVERETT when it experiences conflicts with nuisance wildlife.

**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:

To designate the following City of Everett Public Works Department, 3200 Cedar St. Everett, WA 98201 1-425-231-6011

1. as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;

Paul B. Crane ASLA, Everett Public Works Department, 3200 Cedar St. Everett, WA 98201, 1-425-231-6011

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.

## **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 quarterly 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.



Cooperator's Tax ID No.: 91-6001248  
APHIS-WS's Tax ID: 41-0696271

attest: Sharon J. [Signature]

MICHAEL  
LINNELL

Digitally signed by MICHAEL LINNELL  
DN: c=US, o=U.S. Government,  
ou=Department of Agriculture,  
cn=MICHAEL LINNELL,  
0.9.2342.19200.100.1.1=12001000  
109960  
Date: 2021.02.26 14:58:38 -0800

Date \_\_\_\_\_

Date \_\_\_\_\_












# USDA-Wildlife Management Services-EC-SD

Final Audit Report

2024-12-12

Created:	2024-12-11
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEOQpEh1BCINfqG9QImakIkHZJmD4I2vo

## "USDA-Wildlife Management Services-EC-SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)  
2024-12-11 - 8:01:19 PM GMT
-  Document emailed to Emily Coba (ecoba@everettwa.gov) for approval  
2024-12-11 - 8:02:03 PM GMT
-  Email viewed by Emily Coba (ecoba@everettwa.gov)  
2024-12-11 - 8:11:16 PM GMT
-  Document approved by Emily Coba (ecoba@everettwa.gov)  
Approval Date: 2024-12-11 - 8:11:32 PM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval  
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-  Document approved by Tim Benedict (TBenedict@everettwa.gov)  
Approval Date: 2024-12-11 - 8:47:42 PM GMT - Time Source: server
-  Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature  
2024-12-11 - 8:47:47 PM GMT
-  Email viewed by Cassie Franklin (cfranklin@everettwa.gov)  
2024-12-12 - 1:44:15 AM GMT
-  Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)  
Signature Date: 2024-12-12 - 1:44:22 AM GMT - Time Source: server
-  Document emailed to Marista Jorve (mjorve@everettwa.gov) for approval  
2024-12-12 - 1:44:27 AM GMT



Document approved by Marista Jorve (mjorve@everettwa.gov)

Approval Date: 2024-12-12 - 1:50:32 AM GMT - Time Source: server



Agreement completed.

2024-12-12 - 1:50:32 AM GMT



## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

City of Everett

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ►

**Municipal Corporation**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **3**

Exemption from FATCA reporting code (if any) **C**

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2930 Wetmore Ave Suite 9H

6 City, state, and ZIP code

Everett, WA 98201

7 List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

9 1 - 6 0 0 1 2 4 8

or

Employer identification number

9 1 - 6 0 0 1 2 4 8

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

*J. Mary Smith*

Date ►

01/03/2023

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.