

**COOPERATIVE SERVICE AGREEMENT
between
NORTH DAKOTA GAME AND FISH DEPARTMENT (NDGFD)**

And

**NORTH DAKOTA DEPARTMENT OF AGRICULTURE (NDDA)
In conjunction with
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES (WS):
AGREEMENT NUMBER 2009-89
AGREEMENT NUMBER 09-73-38-6214-RA**

Article 1

The purpose of this Agreement is to cooperate in wildlife damage management projects to reduce domestic livestock losses, to protect man-made and natural resources, and human health and safety.

Article 2

Authority exists under the Animal Damage Control Act of March 2, 1931, (7 U.S.C. 426-426b and 426c, as amended) for the Secretary of Agriculture to cooperate with States, individuals, and public and private agencies, organizations, and institutions to control wildlife.

Article 3

NDGFD, NDDA, and WS mutually agree that, as cooperating parties, they will carry out program activities in accordance with the work and financial plans developed for this Agreement and the Cooperative Service Agreement between the North Dakota Department of Agriculture and Wildlife Services

Article 4

NDGFD Agrees:

- A. To provide \$768,000 to North Dakota Department of Agriculture to reimburse WS for salaries and benefits of 9 Wildlife Specialists, 1 pilot, and other necessary personnel performing duties under this agreement between July 1, 2009 and June 30, 2011 as spelled out in the cooperative Agreement between the North Dakota Department of Agriculture and the USDA Wildlife Services and defined in Article 5 of this agreement.**
- B. To designate to WS their authorized representative who will serve as a contact under this Agreement.**
- C. To meet annually or more often if mutually agreed to discuss work activities associated with this cooperative agreement.**

Article 5

WS Agrees:

- A. To provide supervision, aircraft, pilots, personnel, equipment, supplies, and other support material necessary to perform wildlife damage management activities in accordance with Federal and State aerial hunting laws, regulations, and policies. WS activities will mitigate damage caused by wildlife, which are under the management authority of NDGFD. These include predators, beaver, muskrat, waterfowl, and other furbearer and game species.**
- B. To provide NDGFD an annual report or more frequent if requested, of WS operational activity, including hours flown and number of each species taken, by control method and district, if requested, and any other pertinent information that may be requested.**
- C. That WS shall confer frequently with NDGFD on details of Cooperative Wildlife Damage Management Projects, and at the request of Game and Fish, WS personnel may assist Game and Fish personnel as agreed upon with other wildlife removal or damage mitigation projects.**

Article 6

NDDA agrees:

- A. To act as a fiscal agent for the state in regards to moneys, appropriated for Wildlife Services.**

- B. To reimburse WS for services rendered under this cooperative agreement and the Cooperative Service Agreement between NDDA and WS.**
- C. To designate an authorized representative who will serve as a contact under this Agreement.**
- D. To meet annually or more often if mutually agreed to discuss work activities associated with this cooperative agreement**

Article 7

All WS aerial hunting activities will be conducted in accordance with applicable federal, state, and local laws.

Article 8

Nothing in this Agreement shall prevent any other State, organization, or individual from entering into separate Agreements with WS for the purpose of controlling damaging wildlife.

Article 9

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 there from.

Article 10

WS shall hold the NDGFD harmless from any liability arising from the negligent act or omission of a Government officer or employee acting within the scope of his or her employment to the extent compensation is available pursuant to the Federal Tort Claims Act (FTCA), 28 USC 2671 et. seq., except to the extent that aforesaid liability arises from the negligent act or omissions of the NDGFD, its employees, agents, or subcontractor(s). Such relief shall be provided pursuant to the procedure set forth in the FTCA.

Article 11

This Agreement shall become effective upon date of final signature and shall continue through **June 30, 2011, and is subject to renewal by mutual agreement of both parties. Further, this Agreement may be amended at any time by mutual agreement of the parties, in writing. The Agreement may be terminated by either party upon 60 days written notice to the other party. Further, that in the event NDGFD does not, for any**

reason, provide the amount of funds agreed upon, WS is relieved of obligation to continue any operations under this agreement.

NORTH DAKOTA GAME AND FISH DEPARTMENT

Terry Steinwand 9/18/09
Terry Steinwand, Director Date

NORTH DAKOTA DEPARTMENT OF AGRICULTURE

Doug Goehring 10/5/09
Doug Goehring, Agriculture Commissioner Date