

Exhibit A

Agreement No: 2009-89

Account Code: 1400

Agreement Number: 09-73-38-6214-RA

Accounting Code: 973-7338-014

WORK/FINANCIAL PLAN

Between

**NORTH DAKOTA DEPARTMENT OF AGRICULTURE
NORTH DAKOTA GAME AND FISH DEPARTMENT**

And

**U.S. DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

OCT 19 2009

STATE ADDRESS	North Dakota Department of Agriculture 600 E. Boulevard Ave. Dept. 602 Bismarck, ND 58505-0020
COOPERATIVE CONTACT	Doug Goehring, Commissioner Phone: 701-328-4754 Fax: 701-328-4567
AGREEMENT NUMBER	2009-89A
ACCOUNTING CODE NUMBER	1400
AGREEMENT AMOUNT	\$533,700
LOCATION	Throughout North Dakota
AGREEMENT PERIOD	July 1, 2009 – June 30, 2010

This Work/Financial Plan is developed pursuant to a cooperative agreement between the North Dakota Department of Agriculture and the North Dakota Game and Fish Department (STATE) and the United State Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services, hereinafter referred to as APHIS. It outlines the project objectives, project benefits, plan of action, reporting requirements, stipulations and restrictions, and the costs estimates for the management of human/wildlife conflicts in North Dakota.

I. Objectives and Need for Assistance

Specific goals are to: design and implement an integrated wildlife damage management program in North Dakota to mitigate wildlife conflicts and associated economic impacts to agriculture, natural resources, property, and human health and safety. Work activities will be directed to the management of wildlife conflicts caused by furbearers, waterfowl, other state-managed wildlife and blackbirds. Wildlife damage management activities may include the use of all legal and authorized equipment, including EPA-registered pesticides.

II. Benefits Expected

A professionally managed wildlife damage management program will help alleviate the economic impacts associated with human/wildlife conflicts to agriculture and natural resources; will protect human health and safety; and public and privately-owned property. Eligible activities for this agreement include work related to coyotes, beaver, other state-managed wildlife and blackbirds. Any activities for which fees are charged and any work in urban areas by APHIS are ineligible activities. Up to \$149,300 of General Funds may be used to manage blackbird damage to sunflowers and other crops.

III. Plan of Action

The STATE agrees to reimburse APHIS for salaries and benefits of 9 Wildlife Specialists, 1 pilot, and other necessary personnel performing duties under this agreement. APHIS agrees to supply and replace as needed vehicles used in the operation of the wildlife damage management programs. APHIS will submit an invoice of all reimbursable items as agreed upon in this financial plan. Invoices will clearly indicate time spent by each individual on blackbirds, other eligible activities, and non-eligible activities. APHIS will maintain all original bills or invoices for 3 years or until the STATE's records have been audited. All invoices will be billed quarterly and the STATE will periodically verify that billed amounts are adequately supported and reasonable.

Nothing in this Work/Financial Plan shall preclude APHIS from entering into other agreements to assist other entities to manage human/wildlife conflicts, specifically wildlife conflicts at airports or conflicts within the urban confines of Bismarck/Mandan, Devils Lake, Dickinson, Fargo/West Fargo, Grand Forks, Jamestown, Minot, Valley City, Wahpeton, and Williston.

IV. Performance Measures

Performance measures are established for this agreement to ensure the successful resolution of specific human/wildlife conflicts. These performance measures include:

Performance Measures		
Species	Number of Landowners Assisted	Number of Work Tasks/Landowner
Beaver	250	1175
Coyote	450	2925
Raccoon	30	60
Badger	5	10
Red Fox	5	12
Blackbird	250	600

V. Reports

All APHIS activities will be documented through the APHIS management information system and fiscal report system. All necessary reports will be provided to the STATE, which will include:

- all federal funds available and spent for FFY10 and FFY11, including federal funds available for the cooperative wildlife damage management program for North Dakota
- the salaries of the employees mentioned in the work plan of this contract at the beginning and at the end of the contract
- the amount of monies received for the disposition of furs, skins, and specimens taken during official work activities used by APHIS to fund its program activities as stated in Section 4-01-17.3 of the North Dakota Century Code
- the Pilot's flight time versus time spent on other endeavors
- full documentation of the Specialists' time directed toward eligible activities including travel, bad weather, miscellaneous, or similar categories
- the results of established performance measures, specifically trends in delivery of program services

Exhibit A
Agreement No: 2009-89
Account Code: 1400
Agreement Number: 09-73-38-6214-RA
Accounting Code: 973-7338-014

VI. Stipulations and Restrictions

All operations shall be under the direct supervision of APHIS. APHIS will conduct program activities in accordance with its established operating policies and all applicable state and federal and WS regulations. An agreement for Control of Animal Damage on Private Property (ADC Form 12A) will be executed between APHIS and the landowner, lessee, or administrator before any work is conducted. Only APHIS employees and WS Volunteer Program participants will conduct wildlife damage management activities.

VII. Effectiveness of Agreement:

This agreement is not effective until fully executed by all parties.

NORTH DAKOTA DEPARTMENT OF AGRICULTURE
Bismarck, ND
Tax Identification Number: 45-0309764


for Doug Goehring, Commissioner

9/15/09
Date

NORTH DAKOTA GAME AND FISH DEPARTMENT
Bismarck, ND
Tax Identification Number: 45-6002467


Terry Steinwand, Director

9/18/09
Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
Fort Collins, CO
Tax Identification Number: 41-0696271


Jeff Green, Regional Director

9/9/09
Date