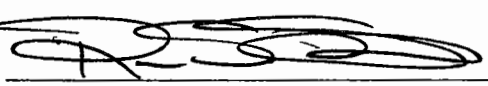
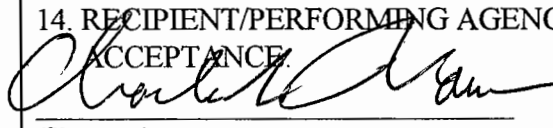


**DEPARTMENT OF ENERGY  
FUNDS-OUT INTERAGENCY AGREEMENT FACE PAGE**

|  |   |  |                        |            |                        |            |     |     |          |     |     |
|--|---|--|------------------------|------------|------------------------|------------|-----|-----|----------|-----|-----|
| <p>1.a. <b>ISSUING DOE OFFICE</b><br/>(Operations Office and Address)<br/>U.S. Department of Energy<br/>Chicago Operations Office<br/>9800 South Cass Avenue<br/>Argonne, IL 60439</p>   | <p>2.a. <b>RECIPIENT/PERFORMING AGENCY</b><br/>(Agency name and address)<br/>U.S. Department of Agriculture<br/>Animal/Plant Health Inspection Service<br/>2869 Via Verde Drive<br/>Springfield, IL 62703-4325</p>  |  |                        |            |                        |            |     |     |          |     |     |
| <p>b. <b>ADMINISTERED FOR DOE BY:</b><br/>(Name, telephone/FAX nos., e-mail)<br/>Name: Rory S. Simpson<br/>Phone: (630) 252-2127<br/>FAX: (630) 252-5045<br/>E-Mail: rory.simpson@ch.doe.gov</p>   | <p>b. <b>BUSINESS CONTACT:</b><br/>(Name, telephone/FAX nos., e-mail)<br/>Name: Kirk E. Gustad, State Director<br/>Phone: (217) 241-6700<br/>FAX: (217) 241-6702<br/>E-Mail:</p>  |  |                        |            |                        |            |     |     |          |     |     |
| <p>c. <b>DOE PROGRAM MANAGER</b><br/>(Name, telephone/FAX nos., e-mail)<br/>Name: Donna L. Green<br/>Phone: (630) 252-2264<br/>FAX: (630) 252-2361<br/>E-Mail: donna.green@ch.doe.gov</p>  | <p>c. <b>PROGRAM DIRECTOR/TECHNICAL CONTACT</b><br/>(Name, telephone/FAX nos., e-mail)<br/>Name: Charles Brown, Regional Director<br/>Phone: (919) 716-5635<br/>FAX: (919) 716-5659<br/>E-Mail:</p>   |  |                        |            |                        |            |     |     |          |     |     |
| <p>3.a. DOE IA No.: DE-IA02-94CH10616<br/>b. Modification No.: M011</p>  | <p>c. PR No.: 02-03CH10616.002<br/>d. Recipient/Performing Agency Agreement No.: 94 7217 1857 IA</p>  |  |                        |            |                        |            |     |     |          |     |     |
| <p>4. Type of Action:      <input type="checkbox"/> New      <input type="checkbox"/> Incremental      <input checked="" type="checkbox"/> Renewal      <input type="checkbox"/> Other</p>   |   |  |                        |            |                        |            |     |     |          |     |     |
| <p>5. Authority: The Economy Act of 1932 (U.S.C. 1535); Pub. L. 95-91; Other :</p>   |   |  |                        |            |                        |            |     |     |          |     |     |
| <p>6. Project Title: Implementation of An Integrated Wildlife Damage Management Program</p>  |   |  |                        |            |                        |            |     |     |          |     |     |
| <p>7.a. Project Period: 04/13/94 to 09/30/06</p>   | <p>b. Funding Period: 4/13/94 to 09/30/03</p>   |  |                        |            |                        |            |     |     |          |     |     |
| <p>8. ACCOUNTING AND APPROPRIATIONS DATA</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%;">b. Approp.</td> <td style="width:25%;">c. B&amp;R NO.</td> <td style="width:25%;">d. Amount</td> <td style="width:25%;">e. Allotment/FT/AFP/OC</td> <td style="width:25%;">f. CFA NO.</td> </tr> <tr> <td align="center">N/A</td> <td align="center">N/A</td> <td align="center">\$ - 0 -</td> <td align="center">N/A</td> <td align="center">N/A</td> </tr> </table> |   | b. Approp.   | c. B&R NO.             | d. Amount  | e. Allotment/FT/AFP/OC | f. CFA NO. | N/A | N/A | \$ - 0 - | N/A | N/A |
| b. Approp.   | c. B&R NO.  | d. Amount  | e. Allotment/FT/AFP/OC | f. CFA NO. |                        |            |     |     |          |     |     |
| N/A  | N/A   | \$ - 0 -   | N/A                    | N/A        |                        |            |     |     |          |     |     |
| <p>g. Estimated Cost<br/>\$1,159,269.00</p>  | <p>h. Funds Obligated This Action<br/>\$0</p>   | <p>i. Total Obligations (a+h)<br/>\$874,269.00</p> |                        |            |                        |            |     |     |          |     |     |
| <p>9. METHOD OF PAYMENT:      <input type="checkbox"/> Advance      <input checked="" type="checkbox"/> Reimbursement</p>  |   |  |                        |            |                        |            |     |     |          |     |     |
| <p>10. BILLING INSTRUCTIONS:      <input checked="" type="checkbox"/> OPAC      <input checked="" type="checkbox"/> SF 1081 Voucher, submit to: Block 1.a.</p>   |   |  |                        |            |                        |            |     |     |          |     |     |
| <p>11. REPORTING REQUIREMENTS:      <input checked="" type="checkbox"/> Reporting Requirements Checklist      <input type="checkbox"/> None</p>  |   |  |                        |            |                        |            |     |     |          |     |     |
| <p>12. GENERAL PROVISIONS/REQUIREMENTS: See Page 2</p>   |   |  |                        |            |                        |            |     |     |          |     |     |
| <p>13. DOE CONTRACTING OFFICER</p> <p><br/>(Signature) RORY S. SIMPSON<br/>CONTRACTING OFFICER, AAO<br/>NAME (typed) U.S. DEPARTMENT OF ENERGY</p> <p align="right">10/24/03<br/>(Date)</p>  | <p>14. RECIPIENT/PERFORMING AGENCY ACCEPTANCE</p> <p><br/>(Signature) Charles S. Brown; Regional Director<br/>NAME/TITLE (typed)</p> <p align="right">10/16/03<br/>(Date)</p> |  |                        |            |                        |            |     |     |          |     |     |

## GENERAL PROVISIONS/REQUIREMENTS

- a. Incurrence of Costs. The Recipient/Performing Agency is not authorized to expend or commit funds in excess of the amount obligated. If it is anticipated that the funds provided by this Agreement will be insufficient to complete the work requirements, the written approval of the DOE Contracting Officer must be obtained prior to the incurrence of costs in excess of the amount provided.
- b. Termination. DOE may terminate this Agreement upon 30 days written notice of such termination addressed to the Recipient/Performing Agency. In the event of such termination the Recipient/Performing Agency shall be reimbursed, to the extent permitted, for obligations actually incurred to the effective date of the termination and for commitments extending beyond the effective date of termination to a date not later than the date upon which the Agreement would have expired if not terminated under this paragraph, which the Recipient/Performing Agency, in the exercise of due diligence, is unable to cancel. Payments under this Agreement, including payments under this article shall not exceed the amount(s) committed under this Agreement.
- c. Patents and Technical Data. Disposition of rights to inventions made in any contract, grant or cooperative agreement under this Agreement with any small business firm or domestic nonprofit organization will be in accordance with 35 U.S.C. 200-212. In all other contracts, grants or cooperative agreements under this Agreement, the Recipient/Performing Agency shall coordinate the disposition of rights to inventions with the DOE Patent Counsel. In both cases, the agency shall obtain for DOE substantially the same rights in data as those set forth in DOE's acquisition and assistance regulations when requested by DOE or as deemed appropriate by the agency.
- d. Issue Resolution. Unless otherwise indicated below, it is expected that programmatic guidance will be handled through discussions between the staff of the Recipient/Performing Agency's Program Director listed on the Face Page, item 2.c., and the DOE Program Manager, Face Page Item 1.c. Any administrative issues including billing questions, unresolved items or issues requiring a formal change to this Agreement shall be addressed to the DOE Contracting Officer, Face Page, Item 13.
- e. Unilateral Obligation of Funds. The total amount obligated by the DOE may be increased unilaterally, up to the total estimated cost, by formal modification to this agreement.
- f. Payment.
  - (1) DOE authorizes the Recipient/Performing Agency to expend funds in adherence to the requested work and/or deliverables cited herein. DOE's preferred method for reimbursing the Recipient/Performing Agency is via the On-Line Payment and Collection (OPAC) system. Each OPAC charge must clearly make reference to DOE's IA No. cited in block 3.a. If OPAC is not a satisfactory billing method, a mutually agreeable alternative should be negotiated before acceptance of this Agreement.
  - (2) When applicable, vouchers for payments will be submitted on the agreed upon form.
  - (3) When applicable, any funds advanced which are expected to remain beyond the original period of performance for a project which is incomplete, or for which there is an increased scope of work, will remain available to the Recipient/Performing Agency if the Agreement is amended by the DOE to extend the period of performance for the work beyond the original completion date. Request for such time extensions should be made to the DOE by the Recipient/Performing Agency at least 30 days prior to the end of the performance period.
  - (4) When applicable, any funds advanced for a continuing project remain available for the entire performance period of the project, unless there is a date specified as a required completion date after which no further funds shall be expended. Any DOE funds remaining unexpended at the conclusion of performance of all tasks under this Agreement shall be returned promptly to DOE.
- g. Other Provisions. See attached U.S. Department of Agriculture Project Work Segment applicable to the Argonne National Laboratory - East facility for the period from October 1, 2000 through September 30, 2003.

## **PROJECT WORK PLAN**

### **INTERAGENCY AGREEMENT (IA)**

**between**

**U. S. DEPARTMENT OF AGRICULTURE (USDA)  
ANIMAL & PLANT HEALTH INSPECTION SERVICE (APHIS)  
WILDLIFE SERVICES (WS)**

**and**

**U.S. DEPARTMENT OF ENERGY (DOE)**

**APHIS IA NUMBER: 94 7217 1857 IA  
DOE IA NUMBER: DE-AI02-94CH10616**

**LOCATION:** Argonne National Laboratory - East (ANL-E), DuPage County, Illinois

**PROJECT WORK PLAN PERIOD:** October 1, 2003 - September 30, 2006

**OBJECTIVE:** To implement an integrated wildlife damage management program to resolve conflicts caused by wildlife at ANL-E. This would include the continuance of the white-tailed and European fallow deer management program and management of other wildlife species to reduce safety hazards, damage to property, and environmental degradation.

**ANTICIPATED PROJECT RESULTS AND BENEFITS:** Through the implementation of an integrated wildlife damage management program at ANL-E, damage or conflicts caused by wildlife, including safety hazards, damage to ANL-E/DOE property, and environmental degradation at ANL-E, will be mediated.

#### **PLAN OF ACTION:**

1. One (1) USDA-APHIS-WS Wildlife Biologist will be stationed on site. This biologist will be available to respond directly to wildlife concerns at ANL-E. WS will conduct all activities in accordance with the Preferred Alternative of the Environmental Assessment (EA) (Management of Wildlife Causing Damage at Argonne National Laboratory - East, DuPage County, Illinois), the approved Wildlife Damage Management and Safety Plans (as may be amended), and federal, state, and local laws or ordinances.
2. Additional USDA-APHIS-WS biologists will be used to supplement wildlife damage management activities at ANL-E as needed.
3. The white-tailed and European fallow deer management program and control of other wildlife which cause damage or pose a threat to public safety will continue during this Work Plan Period. These activities will be conducted in accordance with the Preferred Alternative of the EA and approved Safety Plan.
4. All equipment utilized to accomplish the integrated wildlife damage management program at ANL-E will be used in accordance with an approved Safety Plan.

**MONITORING OF ACCOMPLISHMENTS:** Reports requested by DOE in the Interagency Agreement will be provided on the schedule set on this Agreement.

**BUDGET (per fiscal year for FY04 through FY06):**

|  | <u><b>FY04</b></u> | <u><b>FY05</b></u> | <u><b>FY06</b></u> |
|--|--------------------|--------------------|--------------------|
| Salaries and Benefits: . . . . .                         | \$ 63,600          | 67,900             | 72,200             |
| Travel and Per Diem: . . . . .                           | 1,500              | 1,500              | 1,500              |
| Transportation:  |                    |                    |                    |
| Vehicle Usage: . . . . .                                 | 3,700              | 3,700              | 3,700              |
| Communication (Cellular phone usage): . . . . .          | 1,500              | 1,500              | 1,500              |
| Other Services:  |                    |                    |                    |
| Deer Processing: . . . . .                               | 1,700              | 1,700              | 1,700              |
| Vehicle Maintenance and<br>Other Miscellaneous Services: | 1,000              | 1,000              | 1,000              |
| Supplies and Materials:                                  |                    |                    |                    |
| Gasoline: . . . . .                                      | 700                | 700                | 700                |
| Office Supplies: . . . . .                               | 300                | 300                | 300                |
| Project Supplies and Materials: . . . . .                | 3,500              | 3,500              | 3,500              |
| <u>Program Support: . . . . .</u>                        | <u>12,500</u>      | <u>13,200</u>      | <u>13,900</u>      |
| <b>SUBTOTAL (FY04):</b>                                  | <b>\$ 90,000</b>   |                    |                    |
| <b>SUBTOTAL (FY05):</b>                                  |                    | <b>\$ 95,000</b>   |                    |
| <b>SUBTOTAL (FY06):</b>                                  |                    |                    | <b>\$100,000</b>   |

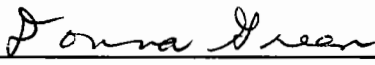
**TOTAL COST OF PROJECT WORK SEGMENT: \$285,000**

NOTE: The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed the total for a given fiscal year without the prior written consent of the DOE.

[Remainder of page intentionally blank.]

**SIGNATURES:**

**U.S. Department of Energy  
Argonne Area Office  
9800 South Cass Avenue  
Argonne, IL 60439**

  
\_\_\_\_\_  
Donna Green, Project Manager  
(630) 252-2264

8/25/03  
Date

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

Kirk E. Gustad, State Director  
USDA-APHIS-WS  
2869 Via Verde Drive  
Springfield, IL 62703-4325  
217/ 241-6700 (office)  
217/ 241-6702 (fax)

  
\_\_\_\_\_

9/25/03  
Date

Charles S. Brown  
Director, Eastern Region  
USDA-APHIS-WS  
920 Main Campus Drive  
Suite 200  
Raleigh, NC 27606

  
\_\_\_\_\_

10/16/03  
Date