

**AGREEMENT BETWEEN THE GYPSY MOTH SLOW THE SPREAD
FOUNDATION, INC.
AND
MEMBER STATES**

This Agreement made and entered into by and between the following parties:

**Illinois Department of Agriculture
Indiana Department of Natural Resources
Michigan Department of Agriculture
North Carolina Department of Agriculture and Consumer Services
Virginia Department of Agriculture and Consumer Services
West Virginia Department of Agriculture
Wisconsin Department of Agriculture, Trade and Consumer Protection**

All of the above parties being state agencies, party of the FIRST PART, and the Gypsy Moth Slow-the-Spread (STS) Foundation, Inc., a non-profit North Carolina corporation, hereinafter referred to as the STS Foundation, party of the SECOND PART.

WHEREAS, there is a cooperative federal-state program designed to slow the spread of the gypsy moth (STS program) using an area-wide management approach among the states represented by the party of the FIRST PART, and

WHEREAS, there is a need to provide coordination and cooperation among the various states represented by the party of the FIRST PART and to cooperate with the United States Department of Agriculture (USDA), Forest Service - Forest Health Protection (FS-FHP), and Animal and Plant Health Inspection Service – Plant Protection and Quarantine (APHIS-PPQ) and other entities in implementing and operating said program, and

WHEREAS there is a need to receive and administer the federal funds made available through cooperative agreements for the purpose of slowing the spread of the gypsy moth,

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I – STATE RESPONSIBILITIES

Each member state agency agrees to:

- 1) designate an agency official to serve on the STS Foundation Board of Directors as an equivalent State official pursuant to 16 U.S.C. §§ 2102 and 2104;
- 2) document all financial support, including in-kind services, used to support the implementation of the STS program within their respective state boundaries and to provide this information to the STS Foundation Board of Directors annually;
- 3) receive and administer funds allocated by the Foundation Board of Directors; and

- 4) implement, or have implemented, within their respective state boundaries the STS program according to program guidelines and as outlined in the project operation and financial plans developed annually by the STS Foundation Board of Directors.

ARTICLE II – STS FOUNDATION RESPONSIBILITIES

The STS Foundation agrees to:

- 1) maintain a Board of Directors, in accordance with its bylaws, composed of one Director from each of the aforementioned states and that said Director, or their designee, and the Commissioner, Director or Secretary of the department shall be the signatories of this document;
- 2) hire such officers, managers and other employees as are necessary to conduct the activities of the STS Program, the cost of which shall be paid by the STS Foundation;
- 3) bond all Directors, Officers, or employees, who are entrusted with STS Foundation funds, the cost of which shall be paid by the STS Foundation;
- 4) act as the operating organization on behalf of the party of the FIRST PART in implementing and carrying out STS;
- 5) be the operating and cooperating entity between the party of the FIRST PART and USDA, (FS-FHP and APHIS-PPQ) and other cooperating entities for implementation and execution of the cooperative federal-state STS program, and as such may in cooperation with USDA, FS-FHP and APHIS-PPQ:
 - a) allocate the federal funds appropriated for the STS program among the parties of the FIRST PART to insure maximum biological effectiveness of said program;
 - b) coordinate contracting of pesticide application services;
 - c) disburse payment for other supplies or services;
 - d) enter into cooperative agreements with other organizations or agencies in the member states, cooperating entities outside the member states and agencies of the federal government; and
 - e) assign funds and enter into contracts necessary to carry out the STS program. No state shall be liable for any obligation incurred by the STS Foundation; and
- 6) provide reimbursement for reasonable expenses incurred by STS Foundation directors, officers and employees in the performance of their official duties. No reimbursement in any form will be paid to state, federal and/or university employees who are not STS Foundation Directors, Officers or employees without prior approval of the Board of Directors.

ARTICLE III – JOINT RESPONSIBILITIES AND AGREEMENT

The STS Foundation and member states mutually agree that:

- 1) project operation and financial plans and such other documents and procedures necessary to efficiently carry out the STS program will be developed and implemented annually;
- 2) STS Foundation employees shall be responsible to and under the direction of the STS Foundation and its Board of Directors, in accordance with certain cooperative agreements between the STS Foundation and USDA, FS-FHP and APHIS-PPQ;

- 3) educational and informational meetings will be organized as needed in cooperation with USDA, FS-FHP and APHIS-PPQ;
- 4) bids may be solicited and contracts issued for services or materials as needed for STS program operation, in cooperation with USDA (FS-FHP and APHIS-PPQ);
- 5) STS program funds will be accounted for by maintaining a computer database and a detailed financial accounting of such funds will be provided quarterly or as requested;
- 6) boundaries of the STS program area will be determined annually with USDA, FS-FHP and APHIS-PPQ; and
- 7) secure storage, accountability, and maintenance for all USDA (FS-FHP and APHIS-PPQ) provided equipment and supplies used in the STS program will be provided.

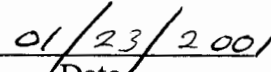
A state may terminate their participation under this Agreement by giving 90 days written notice to all parties hereto.

This Agreement shall be construed in accordance with the Laws of the State of North Carolina, except that the due authorization, execution and delivery of this Agreement by each member state, the rights duties and immunities of each member state, and all disputes or legal action or proceedings contesting the due authorization, execution and delivery of this Agreement shall be governed and construed in accordance with the laws of the respective member state.

This Agreement shall become effective and in full force upon completion of the execution by each state in counterparts and signature by the President.



President, GM STS Foundation, Inc.



Date

Signed in counterparts the date and place hereinafter stated:

PARTIES OF THE FIRST PART:

Illinois Department of Agriculture

By: Joe Hangston
Director

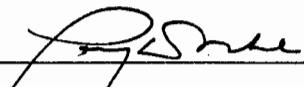
12/19/00
Date

By: Stanley E. Smith
Manager, Nursery and NE Field Operations

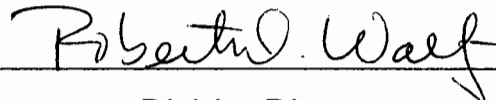
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Date

PARTIES OF THE FIRST PART:

Indiana Department of Natural Resources

By: 
Director

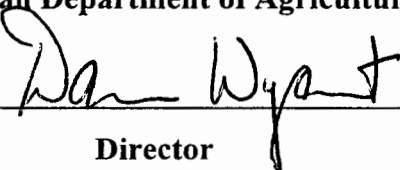
1-18-01
Date

By: 
Division Director

12-19-2000
Date

PARTIES OF THE FIRST PART:

Michigan Department of Agriculture

By: 
Director

12.12.00
Date

By: 
Division Director

12/12/00
Date

PARTIES OF THE FIRST PART:

North Carolina Department of Agriculture and Consumer Services

By: *Mej Scott Phuggis*
 Commissioner

 1/16/01
 Date

By: *Gene B. Cross*
 Plant Pest Administrator

 1-12-01
 Date

PARTIES OF THE FIRST PART:

Virginia Department of Agriculture and Consumer Services

By: *J. Carlton Coulter*
Commissioner

01/11/01
Date

By: *Donald W. Butts*
Division Director

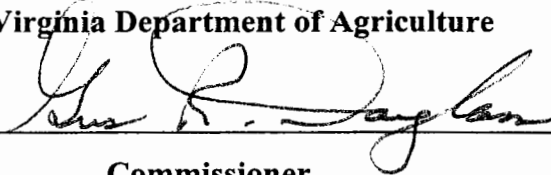
21 Dec 00
Date

By: *Frank M. Fulpham*
Program Manager

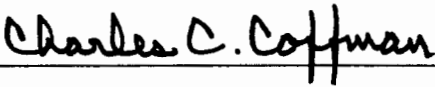
12-13-2000
Date

PARTIES OF THE FIRST PART:

West Virginia Department of Agriculture

By: 
Commissioner

12/13/00
Date

By: 
Division Director

12/14/00
Date

PARTIES OF THE FIRST PART:

Wisconsin Department of Agriculture, Trade, and Consumer Protection

By: Ben Biancal
Secretary

12-27-00
Date

By: Ethel J Chapman
Program Manager/Administrator

12/27/00
Date