

FIELD AGREEMENT
Among
**U.S. Department of Agriculture, Animal and Plant Health Inspection Service,
Wildlife Services**
and
Texas AgriLife Extension Service - Wildlife Services
and
Texas Wildlife Damage Management Association, Inc.
and

HIDALGO COUNTY

Cooperator

In accordance with the terms of the Memorandum of Understanding between the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services; The Texas A&M University System, Texas AgriLife Extension Service - Wildlife Services; and the Texas Wildlife Damage Management Association, Inc. (collectively known as the Texas Wildlife Services Program [TWSP]) a copy of which is on file at the State Office, San Antonio, Texas, this field agreement is intended to augment the wildlife damage management activities of the TWSP.

THEREFORE, It Is Mutually Agreed That:

1. The cooperative wildlife damage management program conducted under the terms of this agreement shall be under direct supervision of the U.S. Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services. A local representative of the TWSP will frequently consult with the Cooperator relative to the extent of the TWSP's participation in the plans and procedures that are necessary to best serve the interest of the parties hereto.
2. The Cooperator will provide funds to the Texas Wildlife Damage Management Fund for the employment of personnel, fringe benefits, payment of travel and other expenses as necessary to fulfill the mission of the cooperative program. The TWSP will contribute to the salary, travel costs, and all other necessary expenses to carry out an effective program.
3. The State Director of the TWSP or designated official will certify as to the accuracy of all claims to be paid by any party to this agreement and shall perform such other administrative functions as are agreed upon from time to time; provided, that no funds of the Cooperator will be transferred to any such employee working under the terms of this agreement.
4. Authority exists under the Animal Damage Control Act of March 2, 1931, (7 U.S.C. 426-426c, as amended) and the Rural Development, Agriculture, and Related Agencies Appropriations Act of 1988 (P.L. 100-202) for Wildlife Services to cooperate with states, individuals, public and private agencies, organizations, and institutions in the control of nuisance animals injurious to agriculture, horticulture, forestry, animal husbandry, wildlife, and public health and safety.
5. The TWSP will hold the Cooperator harmless from any liability arising from the negligent act or omission of an officer of a managing cooperative entity or employee acting within the scope of his/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 acts or omissions of the Cooperator, their employees, agents, or subcontractor(s). Such relief shall be provided pursuant to the procedures set forth in the FTCA and applicable regulations.
6. Furs or other parts of monetary value taken from wild animals will be handled in accordance with the provision of Article 3 f. of the Memorandum of Understanding.
7. This agreement and any continuation thereof shall be contingent upon availability of funds. It is understood and agreed that any monies allocated for the purpose of this agreement shall be expended in accordance with its terms and in the manner prescribed by the fiscal regulations and/or administrative policies of the appropriate managing cooperative entity that is making the funds available.
8. This agreement shall continue in force and effect until superseded or terminated. Terms and service fees may be reviewed and revised periodically. It may be amended by mutual agreement by executing a corresponding field agreement. This agreement may be terminated by either party upon thirty (30) days written notice.

NOW, THEREFORE, Pursuant To Section 2 Above, It Is Mutually Agreed That:

1. The TWSP shall furnish supervision of the project and shall provide equipment and other supplies required in the operation of the project.
2. The Cooperator shall pay the Texas Wildlife Damage Management Fund for wildlife damage management services in the amount of \$ 2,400.00 / Monthly for the period:

(monthly, annually)

January 1, 2011 to until termination to be spent primarily for the purposes outlined herein: For the protection of crops, livestock, and wildlife; and the control of predatory and problem wildlife.

The Cooperator further agrees to make this payment to the Texas Wildlife Damage Management Fund promptly upon receipt of a monthly invoice for services provided. The TWSP will provide a report of the wildlife damage management activities. Failure of the Cooperator to make this contribution within thirty (30) days after receipt of this invoice will, at the option of the TWSP, terminate the agreement at the end of the period.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this agreement on the dates opposite their respective signatures.

_____, _____ By _____
Cooperator

_____, _____ By _____
District Supervisor

_____, _____ By _____
State Director

STATE OFFICE

June 11, 2010

Please review the new "Field Agreement" for your county which reflects the increased assessment rate from \$2,200.00 per month to \$2,400.00 per month, effective January 1, 2011. Any invoices billed between now and January 1, 2011 will be at the current rate.

Field Agreements require an original signature and date on all (4) copies. After signing and dating, ("Cooperator"), please return the agreement by mail to our Corpus Christi District Office in the provided envelope. After our District Supervisor, Rick Sramek, and State Director, Mike Bodenchuk, sign your county's new contract agreement, I will mail you the final copy.

We wish to thank you for your valued and continued support of the Texas Wildlife Services Program. Please feel free to ask the technician that is hand-delivering this Field Agreement to you any questions, or you may contact our District Supervisor, Rick Sramek @ 361-299-1176.

Respectfully,

*Linda G. Forne'y
Corpus Christi District Office Manager*

Corpus Christi District Office
Street Address:
2209 North Padre Island Drive
Suite L
Corpus Christi, TX 78469-9259
Tel. 361.299.1176
Fax. 361.299.2838



Mailing Address:
P.O. Box 9259
Corpus Christi, TX 78469-9259

Educational programs of the Texas AgriLife Extension Service are open to all people without regard to race, color, sex, disability, religion, age, or national origin. The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating.

Wildlife Services is a program of Texas AgriLife Extension Service cooperating with the United States Department of Agriculture, Animal and Plant Health Inspection Service – Wildlife Services

JOEL DENNIS, *PRESIDENT*
ALLEN BELK, *VICE PRESIDENT*
BOB BROCKMAN, *NOMINATING COMMITTEE CHAIRMAN*

SYLVIA GARAY-MARTINEZ, *TREASURER/SECRETARY*
ROBERT TURNER, *PUBLIC RELATIONS CONSULTANT*

Texas Animal Damage Control Association, Inc
d.b.a. TEXAS WILDLIFE DAMAGE MANAGEMENT ASSOCIATION
P. O. BOX 690753, SAN ANTONIO, TEXAS 78269-0753
Phone: 210.561.3800 Fax: 210.561.3846

DIRECTORS

H. ALLEN BELK
Winters
BILL COFER
Sabinal
JOEL DENNIS
Gail
JACK ESSER
Kendalia
LANNY LEINWEBER
Mountain Home

March 31, 2010

Hidalgo County
Attn: J.D. Salinas
P.O. Box 1356
Edinburg, TX 78540

Dear Auditor.

The Texas Wildlife Services program prides itself on the delivery of high quality service to you, our customers. We maximize the use of our Federal, State and contract dollars to minimize costs to our customers. However, due to the ever-increasing cost of doing business, we must unfortunately raise our assessment to your county. The last increase in the assessment was in January, 2006 and we have managed program expenses as long as possible to prolong raising the cost for service.

The assessment rate will go from \$2,200 per month to \$2,400 per month for each technician (trapper) in your county, effective January 1, 2011. This increase was approved by the Board of Directors for the Texas Wildlife Damage Management Association in their July, 2009 meeting. However, I prolonged the announcement of the increase hoping to find additional funding to avoid raising the assessment. It is now clear that we cannot prolong the increase any longer. Any invoices billed between now and January 1, 2011 will be at the current rate. Please make every effort to satisfy any inquiries or past due amount before then.

We wish to thank you for your valued cooperation and know that you will understand the necessity for this increase. Please feel free to call on your District Supervisor or me if you need assistance in planning for the increase.

Sincerely,



Michael J. Bodenchuk
State Director
Texas Wildlife Services Program

Cc: District Supervisor – Rick Sramek

DIRECTORS

GERALD PORTER
Fort Stockton
JULE W. RICHMOND
Blanket
DENNY RAY SPECK
San Angelo
BOB BROCKMAN
Sonora

ADVISORY BOARD

SAMMY PATE
Coleman
BILL PFLUGER
San Angelo
JIMMY POWELL
Fort McKavett
FRANK PRICE
Sterling City
JERRY C. PUCKETT
Fort Stockton
BOB RIECK
Junction
WADE RICHARDSON
Ozona
NORMAN ROUSSELOT
Sonora
BILL SNEED
Talpa
ALLEN TURNER
Coleman
BOB TURNER
Voss
JOE YORK
Brackettville
JOHN WADE
Sonora
MARTIN WARDLAW
Del Rio
TUFFY WHITEHEAD
Sonora
ERNEST WOODWARD
McCamey