

October 1, 2012

Please review the enclosed Wildlife Services Program's *Field Agreement* noting the new assessment of \$2,700.00 per month, effective January 1, 2013. When your County Commissioner's Court approves this agreement; please have the honorable judge sign all four copies of the agreement document (original signature on each copy). A postage-paid and self-addressed envelope has been provided for your convenience.

After our State Director and District Supervisor signs your county *Field Agreement*, I will send you a copy for your files.

Should you have any questions or concerns, please contact our Corpus Christi District Supervisor, Rick Sramek at 361-299-1176.

Thank you,



Linda G. Forney
Corpus Christi District Office Manager

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 10/9/12 BY: 

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2209 North Padre Island Drive
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P.O. Box 9259
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Educational programs of the Texas AgriLife Extension Service are open to _____ 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



United States
Department of
Agriculture

May 14, 2012

Animal and
Plant Health
Inspection
Service

Wildlife Services

P.O. Box 690170
San Antonio, TX
78269-0170
(210) 472-5451

DEAR WILDLIFE SERVICES (WS) STAKEHOLDER:

As you are aware, the Texas Wildlife Services Program is a cooperative program involving Federal funding through USDA-APHIS, State funding through Texas AgriLIFE Extension Service, part of the Texas A&M University system, and county and private rancher contributions collected and managed through Management Fund of the Texas Wildlife Damage Management Association. Currently, the Association assesses a \$2,400 per month contribution to help offset the cost of a WS Specialist. The actual, per-employee cost of a Specialist, including vehicles, salary and benefits, equipment and other expenses is \$5,400 per month.

The WS program is keenly aware of the current financial situation in Texas and across the nation. Over the past 5 years, State appropriations for the program have decreased over \$355,000 and Federal appropriations have decreased by more than \$250,000. WS has sought additional funding through grants, research contracts and by charging for municipal projects, but all of these require us to put the resources to use in a specific project area.

WS has also sought out every available cost-cutting method. We have decreased travel substantially, cut reimbursements to our employees for their cell phones and internet connections (which they use for government business) and integrated lower cost fleet vehicles. In the past 5 years, we have reduced 9 full-time federal positions, 4 full-time State support positions and cut field staff by more than 7 full-time positions when local level funding did not support these positions. While we regret any cut in field staff, these reductions have allowed us to dedicate more money to the existing positions, softening the effects of state and federal base funding reductions.

In reviewing our funding, it is clear that an increase in Management Fund assessment is necessary to continue the current level of services to our cooperators. You may recall that we increased funding by \$200 per month in January 2011 (from \$2200/month to the current \$2400 per month). Prior to that, there had not been an increase since January 2006. You can well imagine that the cost to provide services has increased substantially (more than \$200 per month) since 2006!

While the final decision regarding the increase is up to the Board of Directors of the Management Association, I am recommending an increase of \$300 per month effective January 2013. The new assessment would then be \$2,700 per month per position (some counties support more than 1 position). Please consider that new assessment amount when you consider your 2013 budgets.



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1-800-877-8339

In closing, I want to stress that the increase is due to increasing costs and decreasing state and federal funds. This is not a pay-raise for employees. The legislature has frozen the salaries of State employees and our hard-working trappers are among the lowest paid professionals in the State system. Our starting salary for trappers is only \$23,000 annually and the fact that we can retain such a high quality of field employees is a marvel in itself. They certainly deserve more, but given our current fiscal situation it is unlikely that we can pay them what they're worth. We will, however, continue to focus on providing the highest quality service for our customers.

Please feel free to contact any of the District Supervisors, Assistant State Director Bruce Leland or me if you have questions or concerns about the program or the increase in funding. We look forward to continuing to serve rural Texas with critical wildlife damage management services.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Bodenchuk". The signature is fluid and cursive, with the first name "Michael" being the most prominent.

Michael J. Bodenchuk
State Director

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 \$ 2,700.00 / Monthly for the period: (monthly, annually)

January 1, 2013 to until terminated 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