

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE
Hidalgo County (Recipient)
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
Veterinary Services

ARTICLE 1 - PURPOSE

The purpose of this MOU is to document the responsibilities of the signees with regards to the installation and operation of a tower mounted antenna, equipment building and approximately 30' X 30' security enclosure protecting the generator fuel tank, equipment shelter and antenna tower at Havana Vat Tower Site. These are critical components to the two-way radio system supporting the communication needs of the USDA Cattle Fever Tick Eradication Program (CFTEP).

ARTICLE 2 - BACKGROUND

The Cattle Fever Tick Eradication program was established in 1906. Since that time the responsibilities to support this program have been shared between the County, State and Federal governments. In 1938 the Permanent Quarantine Zone (PQZ) was established along the US-Mexican Border in South Texas. USDA Mounted Patrol Inspectors (MPI) have patrolled and maintained this zone since it was established. A critical component of the safety net for MPI's is a two-way radio system which allows instant communication throughout the PQZ. This system consists of a complex web of handheld radios, truck-based radios / repeaters, base stations and a series of tower mounted antennas.

ARTICLE 3 - AUTHORITIES

USDA APHIS Veterinary Services has authority granted under the Animal Health Protection Act, Public Law 107-171, dated May 13, 2002 to protect American Animal agriculture.

Under the Farm Security and Rural Investment Act of 2002, PL 107-171, Subtitle E, Animal Health Protection, Section 10401-10418, the Secretary of Agriculture, in order to protect the agriculture, environment, economy, and health and welfare of the people of the United States by preventing, detecting, controlling, and eradicating diseases and pests of animals, is authorized to cooperate with foreign countries, States, and other jurisdictions, or other persons, to prevent and eliminate burdens on interstate commerce and foreign commerce, and to regulate effectively interstate commerce and foreign commerce.

ARTICLE 4 - MUTUAL RESPONSIBILITIES

The Recipient and APHIS mutually agree to/understand that:

The Cattle Fever Tick Eradication Program recognizes the long term support that the Recipient has provided to the success of the program.

ARTICLE 5 - RECIPIENT RESPONSIBILITIES

The Recipient agrees to:

- a. Designate Ramon Garcia as its authorized representative who shall be responsible for collaboratively administering the activities conducted *under this MOU*.
- b. Recipient currently provides property on which a cattle dip vat has been constructed to serve the livestock owners in Hidalgo County. This same property will be made available to USDA to construct a self-supported radio antenna tower (if a tower does not already exist at the site). On that same Hidalgo County owned property, around or near the base of the radio tower, USDA will construct an 8' X 12' concrete pad, attach an 8' X 10' building to that pad, install a generator with propane fuel tank and surround the components with an approximately 30' X 30' security fence.
- c. **USDA will pay all construction and maintenance costs. Recipient will incur no costs associated with this radio project.**

ARTICLE 6 - APHIS RESPONSIBILITIES

APHIS agrees to/that:

- a. Designate the APHIS Radio Program Manager (Robert Strickland or designated representative) as its Authorized Departmental Officer's Designated Representative (ADODR) who shall be responsible for collaboratively administering the activities conducted under this MOU.
- d. Recipient currently provides property on which a cattle dip vat has been constructed to serve the livestock owners in Hidalgo County. This same property will be made available to USDA to construct a self-supported radio antenna tower (if a tower does not already exist at the site). On that same Hidalgo County owned property, around or near the base of the radio tower, USDA will construct an 8' X 12' concrete pad, attach an 8' X 10' building to that pad, install a generator with propane fuel tank and surround the components with an approximately 30' X 30' security fence.
- b. **USDA will pay all construction and maintenance costs. Recipient will incur no costs associated with this radio project.**

ARTICLE 7 - STATEMENT OF NO FINANCIAL OBLIGATION

Signature of this MOU does not constitute a financial obligation on the part of APHIS. Each signatory party is to use and manage its own funds in carrying out the purpose of this MOU. Transfers of funds or items of value are not authorized under this MOU.

ARTICLE 8 - LIMITATIONS OF COMMITMENT

This MOU and any continuation thereof shall be contingent upon the availability of funds appropriated by the Congress of the United States. It is understood and agreed that any monies allocated for purposes covered by this MOU shall be expended in accordance with its terms and the manner prescribed by the fiscal regulations and/or administrative policies of the party making the funds available. If fiscal resources are to transfer, a cooperative agreement must be developed between the parties.

ARTICLE 9 - CONGRESSIONAL RESTRICTION

Under 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of the MOU or to any benefit to arise there from.

ARTICLE 10 - NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 11 - LIABILITIES

APHIS assumes no liability for any actions or activities conducted under this agreement except to the extent the recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), 2671-2680).

ARTICLE 12 - AMENDMENTS

This MOU may be amended at any time by mutual agreement of the parties in writing.

ARTICLE 13 - TERMINATION

This MOU may be terminated at any time by mutual agreement of the parties in writing, or by either party with sixty (60) days notice in writing to the other party. If APHIS vacates the property, we will remove the equipment and fencing and return the real property to its original condition.

