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Texas Wildlife Services Program – San Angelo District Office

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January 5, 2011

Dianna Spieker  
Tom Green County Treasurer  
112 West Beauregard  
San Angelo, TX 76903

Dear Mrs. Spieker:

As requested, attached is a new Field Agreement between Tom Green County and Wildlife Services for trapper services. The agreement indicates that the cost remains at \$1400 per month for the County, but the starting date has been updated to January 01, 2011. Please have the County Judge date and sign each of the four pages of the agreement. Return all the forms in the enclosed envelope. After the Wildlife Services State Director and I sign the forms, I will return your copy of the agreement to you.

Sincerely,

A handwritten signature in blue ink that reads "John W. Dorsett".

John W. Dorsett  
District Supervisor

**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

Tom Green 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 \$ 1400.00 / Monthly for the period:

(monthly, annually)

January 01, 2011 to Termination (Must be acknowledged annually by Commissioners Court)  
 purposes outlined herein: \_\_\_\_\_, \_\_\_\_\_ to be spent primarily for the  
of funding 58.34% of the cost of one trapper for predator control.  
The remaining 41.66% of the cost will be paid by Tom Green County Predator Mgt Assoc.

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.

1-18 2011 By [Signature]  
 \_\_\_\_\_ Cooperator  
 \_\_\_\_\_ By \_\_\_\_\_  
 \_\_\_\_\_ District Supervisor  
 \_\_\_\_\_ By \_\_\_\_\_  
 \_\_\_\_\_ State Director