



Travis County Commissioners Court Agenda Request

Meeting Date: September 17, 2013

Prepared By/Phone Number: Shannon Pleasant, CTPM (854-1181),
Marvin Brice, CPPB (854-9765)

Elected/Appointed Official/Dept. Head: Cyd Grimes, C.P.M., CPPO

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 1 to Interlocal Agreement No. 4400001128 for Texas AgriLife Extension Service to provide wildlife damage management services.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

Travis County Health and Human Services and Veteran Services (TCHHSVS) requests the renewal of the Interlocal Agreement with Texas AgriLife Extension Service (TAES) for wildlife damage management services. Since 2005, TAES has provided services for wildlife damage management in Travis County. The goals of the program are to reduce threats to property, health and safety caused by coyotes and other wildlife.

The agreement pays for a full-time wildlife biologist to respond to complaints about damage caused by wildlife and to remedy the problem by public education, wildlife behavior modification and, if necessary, removal.

Modification No. 1 will renew the agreement for an additional 13 months, from September 1, 2013 through September 30, 2014. The 13 month renewal is necessary so the agreement will coincide with the Travis County's Fiscal Year. The not to exceed amount for the renewal period will be \$57,072. This includes a one-time payment of \$4,390 for services rendered September 1, 2013 through September 30, 2013; in addition to

MT ID# 9363

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to agenda@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

twelve monthly payments totaling \$52,682 for services rendered October 1, 2013 through September 30, 2014.

The agreement is being presented to the Court after the September 1, 2013 start date due to delays with TCHHSVS requesting changes to the agreement which required additional reviews by TAES. No work will be performed on the agreement until after Court approval.

➤ **Contract Expenditures:** Within the last 12 months \$52,600 has been spent against this contract/requirement.

➤ **Contract-Related Information:**

Award Amount: \$52,600

Contract Type: Interlocal Agreement

Contract Period: September 1, 2012 – August 31, 2013

➤ **Contract Modification Information:**

Modification Amount: \$57,072

Modification Type: Interlocal Agreement

Modification Period: September 1, 2013 – September 30, 2014

➤ **Solicitation-Related Information: N/A**

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

➤ **Special Contract Considerations: N/A**

Award has been protested; interested parties have been notified.

Award is not to the lowest bidder; interested parties have been notified.

Comments:

➤ **Funding Information:**

SAP Shopping Cart #:

Funding Account(s):

Comments:

MT ID# 9363

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to agenda@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767**

RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE
2013 AUG 14 PM 2:15

**Sherri E. Fleming
County Executive
for TCHHSVS
(512) 854-4100
Fax (512) 279-1608**

MEMORANDUM

Date: August 13, 2013

To: Cyd Grimes, Travis County Purchasing Agent, CPM, CPPO

FROM: *Sherri E. Fleming*
Sherri E. Fleming
County Executive for Travis County Health and Human Services
and Veterans Service

Subject: FY'14 Wildlife Damage Management contract

Proposed Motion:

Consider and take appropriate action to approve the FY'14 Wildlife Damage Management contract with the Texas A&M AgriLife Extension Service.

Summary and Staff Recommendation:

The contract pays for a full-time wildlife biologist to respond to complaints about damage caused by wildlife and to remedy the problem by public education, wildlife behavior modification and, if necessary, removal. The goals of the program are to reduce threats to property, health and safety caused by wildlife, primarily coyotes.

This contract is for 13 months in order to get it in sync with the Travis County fiscal year starting on 10/1/14.

TCHHSVS staff recommends approving this contract.

Budgetary and Fiscal Impact:

The FY'14 contract budget is \$57,072. The contract runs from 9/1/13 - 9/30/14.

Issues and Opportunities:

There are ongoing complaints from Travis County residents related to coyote threats to human health and safety as well as attacks on pets. This interlocal agreement addresses the need for a comprehensive wildlife damage management program to control the problem.

Background:

The court first approved an Interlocal Cooperation Agreement with the Texas A&M AgriLife Extension Service in FY'05 for a wildlife damage management program in Travis County.

Cc: Dolores Sandmann, Director, Texas A&M AgriLife Extension Service
Nicki Riley, CPA, CMA, Travis County Auditor
Kapp Schwebke, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Leslie Browder, County Executive, Planning and Budget Office
Aerin Toussaint, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office

MODIFICATION OF CONTRACT NUMBER: 4400001128 – Wildlife Damage Management

ISSUED BY: **Travis County Purchasing Office**
P.O. Box 1748
Austin, Texas 78767

PURCHASING AGENT ASST: **Shannon Pleasant**
 TEL NO: (512) 854-1181
 FAX NO: (512) 854.9185

DATE PREPARED:

August 13, 2013

ISSUED TO:
Texas AgriLife Extension Service
P.O. Box 690170
San Antonio, TX 78269

MODIFICATION NO.:
 1

EXECUTED DATE OF ORIGINAL CONTRACT:

September 1, 2012

ORIGINAL CONTRACT TERM DATES: September 1, 2012 – August 31, 2013

CURRENT CONTRACT TERM DATES: September 1, 2013 – August 31, 2014

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: **\$52,600**

Current Modified Amount: **\$57,072**

DESCRIPTION OF CHANGES: The Contract is amended according to the terms of the attachment to this Modification, all of which is hereby made a part of the Contract and constitutes promised performances by the Contractor in accordance with all terms of the Contract, as amended.

The above referenced contract is hereby modified to reflect the following changes, as well as those more completely set forth in the attachment:

1. The Parties agree to renew the Agreement beginning September 1, 2013 through September 30, 2014, unless sooner terminated in accordance with the Agreement terms.
2. The total not to exceed amount for the renewal period will be \$57,072. As a result of the total agreement amount, the fiscal year limitations will be as follows:
 - (i) September 1, 2013 – September 30, 2013 1/13 total contract amount
\$4,390
 - (ii) October 1, 2013 – September 30, 2014 12/13 total contract amount
\$52,682

Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

Note to Vendor/City:

[X] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.

|| DO NOT execute and return to Travis County. Retain for your records.

TEXAS A&M AGRILIFE EXTENSION SERVICE - WILDLIFE SERVICES

BY: *Michael J. Bodenchuk*
 SIGNATURE

BY: **MICHAEL J. BODENCHUK**

TITLE: DIRECTOR
 ITS DULY AUTHORIZED AGENT

- DBA
 CORPORATION
 OTHER

DATE:
8/21/13

Texas A&M AGRILIFE EXTENSION SERVICE

BY: *Pete Gibbs for Steele*
 SIGNATURE

BY: **PETE GIBBS DR. DOUG STEELE**

TITLE: ASSOCIATE DIRECTOR – STATE PROGRAMS
 ITS DULY AUTHORIZED AGENT

- DBA
 CORPORATION
 OTHER

DATE:
9/4/2013

TRAVIS COUNTY, TEXAS

BY: *AB*
 CYD V GRIMES, C P M, CPPO TRAVIS COUNTY PURCHASING AGENT

DATE:

TRAVIS COUNTY, TEXAS

BY: _____
 SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

CONTRACT NO. 14-WS-01

**INTERLOCAL COOPERATION AGREEMENT
FOR WILDLIFE DAMAGE MANAGEMENT**

This Interlocal Cooperation Agreement (Agreement) is entered into by and between Travis County, Texas, a political subdivision of the State of Texas (Receiving Agency) and the Texas A&M AgriLife Extension Service - Wildlife Services (Performing Agency), pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act," Sec. 791.001, *et seq.*, TEX. GOV. CODE ANN. (Vernon Supp. 2000).

ARTICLE 1. STATEMENT OF WORK TO BE PERFORMED

1.0 STATEMENT OF WORK TO BE PERFORMED

- 1.01. **PROJECT.** In strict conformance with the terms and conditions of this Agreement, the Performing Agency shall conduct an operational wildlife damage management (WDM) program for the protection of facilities, structures, and the property from damage caused by wildlife and for the protection of human health and safety from wildlife-related diseases in the County of Travis and the City of Austin (Project).
- 1.02. **WORK PLAN.** The Project shall strictly conform to the work plan contained in the proposal submitted by the Performing Agency, a copy of which is attached hereto as Attachment A and incorporated herein for all purposes by this reference.
- 1.03. **PROGRESS REPORTS.** During the term of the Agreement, the Performing Agency shall submit to the Receiving Agency quarterly Project management information reports, with the first report being due three (3) months after the effective date of the Agreement, and subsequent reports submitted every three (3) months thereafter throughout the term(s) of the Agreement.
- 1.04. **FINAL REPORT.** The Performing Agency shall submit to the Receiving Agency a final report containing a summary of the work performed during the Initial Term under this Agreement on or before November 1, 2014. If subsequent Renewal Term(s) are approved by the Parties, final reports related to each term shall be submitted each November 1 thereafter.
- 1.05. **LICENSES.** The Performing Agency shall be solely and entirely responsible for procuring all appropriate licenses and permits which may be required by any competent authority for the undertaking or completion of the work or services to be performed hereunder by the Performing Agency, including the procurement of releases, waivers and other agreements required for access to public and/or private property as necessary to carry out the services and activities set forth in this Agreement.

II. CALCULATION OF REIMBURSABLE COSTS

2.0 BUDGET

- (a) The Receiving Agency will reimburse the Performing Agency for allowable expenses incurred by the Performing Agency in accordance with the "Budget" attached hereto and incorporated herein as Attachment B.
- (b) **Fiscal Year Limitation.** The Parties understand and agree that Receiving Agency's fiscal year runs from October 1 of each year through September 30 of the following year, and that Receiving Agency funding obligations can ONLY be incurred for the portion of any Agreement Term corresponding to a time period included in the approved budget for any one Fiscal Year. As a result, of the total Agreement amount, Performing Agency cannot invoice, and will not be paid for expenditures during the following designated periods which are greater than the following amounts:

- 4.03 **BOOKS AND RECORDS; AUDIT.** Charges for service, statements, invoices, and other required documentation to evidence and properly support the requests for payment shall be maintained by the Performing Agency for a period of three years, or until all evaluations, audits and other reviews have been completed and all questions or issues (including litigation) arising from those evaluations, audits and reviews are resolved, whichever occurs later, and delivered to the Receiving Agency on request. The Receiving Agency reserves the right to audit any Performing Agency account related to the Project and to verify any expense item submitted for reimbursement by the Performing Agency. In the event the Receiving Agency determines that any sum of money which has been paid by the Receiving Agency (1) has resulted in overpayment to the Performing Agency, or (2) has not been spent strictly in accordance with the terms of this Agreement, upon written request of the Receiving Agency, the Performing Agency agrees to reimburse the Receiving Agency within twenty working days after such written request for reimbursement. This Section 4.03 shall survive the termination of this Agreement.
- 4.05 **CREDIT.** Payments received by the Performing Agency shall be credited to the appropriate appropriation items or accounts.
- 4.06 **LIMITATION.** The Receiving Agency shall not be liable to the Performing Agency for costs incurred by the Performing Agency before the commencement of this Agreement or after the termination of the Agreement.

V. TERM OF AGREEMENT

- 5.01 **TERM.** This Agreement shall be effective as of September 1, 2013, and shall terminate on September 30, 2014. This Agreement may be renewed upon written agreement by the Parties prior to the termination date of the Term of the Agreement.
- 5.02 **DISPUTE RESOLUTION.** If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. Notification of such dispute shall be sent by the Performing Agency to the Purchasing Agent, with a copy to the County Executive. If the Parties are unable to satisfactorily resolve the dispute within fourteen days of the written notification, the Receiving Agency may require the issue(s) to be mediated. In such event, the Receiving Agency shall so notify the Performing Agency and furnish the Performing Agency with the names of three mediators acceptable to the Receiving Agency. Within ten days of such notice, the Performing Agency shall select a mediator from the list provided by the Receiving Agency and notify the Receiving Agency of the selection. The mediation shall occur within thirty days of such notification. Prior to the mediation, each Party will provide the mediator with a statement of issues to be mediated, along with any other information or releases required by the mediator. Cost of the mediator shall be borne equally by the Parties. Unless all Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless all Parties agree, in writing, to waive the confidentiality.
- 5.03. **EARLY TERMINATION.** The Receiving Agency may terminate this Agreement upon 60 days written notice to the Performing Agency. Upon receipt of notice of early termination, the Performing Agency shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts which relate to the performance of this Agreement and shall otherwise cease to incur costs under the Agreement. Early termination will be subject to an equitable settlement of the respective interests of the Parties accrued up to the date of termination.

VI. FUNDING

- 6.01. **NO DEBT.** This Agreement shall not be construed as creating any debt on behalf of the State of Texas or the Receiving Agency in violation of Sec. 49, Art. III of the State Constitution (Constitution). In compliance with Sec. 6, Art. VIII of the Constitution, it is understood that all obligations of the Receiving Agency are subject to the availability of funds. If such funds are not appropriated or become unavailable, this Agreement may be terminated. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective

interests accrued up to the date of termination. Performing Agency acknowledges and agrees that in no event shall any provision of this Agreement be interpreted to obligate the Receiving Agency beyond the funds approved by the Travis County Commissioners Court for any fiscal year/budget period. Other provisions notwithstanding, this Agreement will be subject to termination on any September 30 if, during the budget planning and adoption process, the Travis County Commissioners Court fails to provide funding for this Agreement for the Receiving Agency fiscal year following the beginning of the Agreement term.

VII. OWNERSHIP

7.01. **OWNERSHIP.** The Receiving Agency shall have unlimited rights to technical or other data resulting directly from the performance of work under this Agreement. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Agreement and developed by the Performing Agency under this contract shall be owned by the Performing Agency.

7.02. **COPYRIGHT.** The Performing Agency shall not assert any rights at common law or in equity, or otherwise seek to establish any claim to statutory copyright in any material or information developed under this Agreement. The Parties expressly agree that the Performing Agency shall own all right, title, and interest in and to any copyright or other intellectual property rights and any material or information developed under this Agreement, including but not limited to the right to use, reproduce, or publish any or all of such information and other materials without the necessity of obtaining permission from the Receiving Agency and without expense or charge. All reports and other materials completed as a result of this Agreement shall carry an appropriate acknowledgement of Receiving Agency support on the front cover or title page of such document and other materials.

VIII. DATA COLLECTION AND DELIVERY

8.01. **GEOGRAPHIC INFORMATION SYSTEMS.** Data, databases, and products associated with electronic Geographic Information Systems (GIS), which have been collected, manipulated, or purchased with funds from this Agreement, shall be subject to all applicable terms of the Texas Department of Information Resources (DIR) Standards and Guidelines for Geographic Information Systems in the State of Texas, August 1992.

8.02. **TRANSFER OF DATA.** Any GIS data to be transferred or exchanged that is collected, manipulated, or purchased with funds from this Agreement must be documented as specified in the Texas Metadata Standard or, at a minimum, as specified in the Texas Metadata Subset Standard (projected to be implemented by DIR in 1997), subject to any subsequent updates or revisions promulgated thereafter.

8.03. **FORMAT.** Any electronic data to be transferred in conjunction with a GIS shall be transferred in ARC/INFO, an ARC/INFO-compatible format, or other mutually agreed format. Non-spatial text or database data to be transferred shall be delivered in MS WORD, dbase (.dbf), or ASCII compatible formats. Acceptable media for delivery includes compatible tape cartridge, optical disks, and CD-ROM.

IX. EVENTS OF DEFAULT AND REMEDIES

9.01. **DEFINED.** Each instance of the Performing Agency's failure to comply with any term, covenant or provision contained in this Agreement shall constitute an event of default (Event of Default) under this Agreement.

9.02. **REMEDIES.** Receiving Agency must use the dispute resolution process provided in Chapter 2260, "Texas Government Code," and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made against Performing Party.

- 9.03 **NO WAIVER.** No waiver of any Event of Default shall be considered a waiver of any other or subsequent Event of Default, and no delay or mission in the exercise or enforcement of the rights and powers of the Receiving Agency shall be construed as a waiver of any such rights or powers.

X. MISCELLANEOUS PROVISIONS

- 10.01. **SUBCONTRACTS.** The Performing Agency may, only with the prior written consent of the Receiving Agency, subcontract with other agencies and/or private entities for some or all of the services to be performed under this Agreement; provided, however, such consent may be withheld or conditioned in the Receiving Agency's sole and absolute discretion. Each request for approval shall include a detailed budget estimate with specific cost details for each or specific item or work to be performed by the subcontractor and for each category of reimbursable expense. The Performing Agency shall legally bind any such subcontractors to perform and make such subcontractors subject to all the duties, requirements, and obligations of the Performing Agency specified herein. Nothing herein shall be construed to relieve the Performing Agency of the responsibility for insuring that the services rendered comply with the terms and provisions of this Agreement. The Performing Agency will provide the Receiving Agency with copies of all subcontracts and all amendments, cancellations, or terminations to such subcontracts upon request.
- 10.02. **INDEPENDENT CONTRACTOR.** It is further mutually understood and agreed that the Performing Agency is contracting with the Receiving Agency as an independent contractor and agrees to hold the Receiving Agency harmless to the full extent permitted under the Constitution and laws of the State of Texas from and against any and all claims, demands, and causes of action arising from the negligent acts or omissions of the Performing Agency, its employees or agents in connection with the performance of services by the Performing Agency or its subcontractors under this Agreement.
- 10.03. **HISTORICALLY UNDERUTILIZED BUSINESSES.** In accordance with state law, it is the Receiving Agency's policy to assist historically underutilized businesses (HUB's), whether minority or women-owned, to participate whenever possible in providing goods and services to the agency. The Receiving Agency encourages those parties with whom it contracts for the provision of goods and services to adhere to this same philosophy in selecting subcontractors to assist in fulfilling the contractor's obligations with the Receiving Agency. The Performing Agency will provide the Purchasing Department of the Receiving Agency with pertinent details of any participation by a HUB in fulfilling the duties and obligations arising under this Agreement.
- 10.04. **INCORPORATION BY REFERENCE.** Incorporated by reference the same as if specifically written herein are the rules, regulations, and all other requirements imposed by law, including but not limited to compliance with those applicable rules and regulations of the State of Texas and the federal government, all of which shall apply to the performance of the work under this Agreement.
- 10.05. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the Parties relative to the subject Project. No other agreement, statement, or promise that is not contained in this Agreement shall be binding except through a written modification signed by both Parties.
- 10.06 **WRITTEN CONSENT.** Written consent from the Landowner, Lessee, or designee (Cooperator) and concurrence with the Performing Agency will be required to access private property to conduct wildlife damage management activities.
- 10.07 **LIABILITY.** U. S. Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) is the agency assigned overall program responsibilities. USDA-APHIS-WS will hold Cooperator harmless from any liability arising from the negligent act or omission of a government officer or employee acting within the scope of his or her employment to the extent compensation is available pursuant to the Federal Tort Claims Act (FTCA), 28 USC 2761 et. seq., except to the extent that aforesaid liability arises from the negligent act or omission of the Cooperator, their employees, agents or subcontractor(s). Such relief shall be provided pursuant to the procedure set forth in the FTCA and applicable regulations.

- 10.08. **GOVERNING LAW AND VENUE.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas. As per Texas Education Code, Section 85.18, exclusive venue for a suit against the Texas A&M AgriLife Extension Service is Brazos County or the corresponding federal court; provided, however, neither the foregoing, nor any other provision of this Agreement, shall be construed as a waiver of sovereign immunity by either Party.
- 10.09. **SEVERANCE.** Should any one or more provisions of this Agreement be held to be void, voidable, or for any reason whatsoever of no force and effect, such provision(s) shall be construed as severable from the remainder of this Agreement, which shall remain of full force and effect.
- 10.10. **HEADINGS.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- 10.11. **NOTICES.** Any notice required or permitted to be delivered under this Agreement shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Receiving Agency or the Performing Agency, as the case may be, at the address set forth below:

Receiving Agency:

Sherri Fleming, County Executive (or her successor)
Travis County Department of Health and Human Services,
and Veterans' Service
P.O. Box 1748
Austin, Texas 78767

With copies to (registered or certified mail with return receipt is not required):

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
ATTENTION: Civil Transactions

and

Cyd Grimes, C.P.M., Purchasing Agent (or her successor)
Travis County Purchasing
P. O. Box 1748
Austin, Texas 78767

Performing Agency:

~~Pete Gibbs~~ DR. DOUG STEELE
~~Associate Director - State Programs~~
600 John Kimbrough Blvd.
Suite 509
7101 TAMU
College Station, Texas 77843-7101

and

Texas A&M AgriLife Extension Service - Wildlife Services
1600B Smith Road
Austin, Texas 78721

Notice given in any other manner shall be deemed effective only if and when actually received by the Party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

- 10.12. **AMENDMENTS.** Any change to the terms of this Agreement shall be made in writing and signed by both Parties. Requests for changes by Performing Agency will be submitted to the Purchasing Agent, with a copy to the County Executive.
- 10.13. **INSURANCE.** Performing Agency shall have standard insurance sufficient to cover the needs of the Performing Agency pursuant to applicable generally accepted business standards.
- 10.14. **CLAIMS NOTIFICATION.** Performing Agency will give written notice to Receiving Agency of any claim or other action made or brought by any person, firm, corporation or other entity against Performing Agency or Receiving Agency related to services and activities provided under this Agreement.
- 10.15 **FORCE MAJEURE.** Neither Party shall be financially liable to the other Party for delays or failures to perform where such failure is caused by force majeure (i.e., those causes generally recognized under Texas law as constituting impossible conditions).

THE UNDERSIGNED do hereby certify that: (1) the services specified above are necessary and essential and are properly within the statutory functions and programs of the affected agencies of state and/or local government; (2) the proposed arrangements serve the interest of efficient and economical administration of those affected agencies; and (3) the services, supplies or materials contracted for are not required by Section 21 of Article XVI of the Constitution to be supplied under contract by the lowest responsible bidder.


THE RECEIVING AGENCY further certifies that it has the authority to enter into this Agreement by virtue of the authority granted in TEXAS HEALTH AND SAFETY CODE, Chapter 825.004, Appropriations by Local Governments, and other applicable statutes.

THE PERFORMING AGENCY further certifies that is has the authority to enter into this Agreement by virtue of the authority granted in the Texas Education Code, Section 88.01.

THE PARTIES mutually bind themselves to the faithful performance of this Agreement, effective as of the first day of September 2013.

RECOMMENDED


Texas A&M AgriLife Extension Service - Wildlife Services

BY: 
Michael J. Bodenchuk
Title: Director

Date: 8/21/13

PERFORMING AGENCY

Texas A&M AgriLife Extension Service

BY: 
~~Pete Gibbs~~ DR. DOUG STEELE
Title: ~~Associate Director - State Programs~~
Date: 9/4/2013

RECEIVING AGENCY

Travis County

BY: _____
Samuel T. Biscoe
Title: County Judge
Date: _____

ATTACHMENT A

CONTRACT NO. 14-WS-01

WORK PLAN

DATED: SEPTEMBER 1, 2013

Introduction

Texas Wildlife Services (TWS) program personnel report that conflicts between people and coyotes and other damage causing wildlife are increasing in urban areas across the State of Texas. While the program implemented under this Agreement will emphasize activities related to the coyote population, services and activities related to other damage causing wildlife will also be provided as feasible. References to services related to coyotes under this Agreement also include like services related to other damage causing wildlife. In recent years, TWS biologists assigned to Austin and central Texas have responded to a growing number of complaints related to coyote threats to human health and safety and coyote attacks on pets. In the past, WS biologists in Austin and Travis County have responded to most of these complaints by providing technical assistance or educational materials. Today, the problem has reached a point where technical assistance no longer meets the needs of the public. The TWS Program recognizes a need to conduct a comprehensive Coyote/ Damage Causing Damage Management (CDM) program in Travis County and the City of Austin and recommends the course of action outlined in this work plan.

Several counties which adjoin Travis County currently have coyote management programs in place. Blanco, Burnet, Hays, and Williamson counties currently fund coyote management programs. Historically, these programs have been directed at livestock depredation problems. However, in recent years, the Texas Wildlife Services Program has reported an increase in coyote complaints from residential areas in the aforementioned counties and a significant part of the service provided by the Texas Wildlife Services Program has been directed at managing problems in urban and suburban areas of the counties.

The proposed program for Travis County and the City of Austin differs somewhat from the current programs in surrounding counties in that highest priority will be given to addressing coyote problems in residential and urban areas of the county. Secondary emphasis will be given to coyote management in outlying areas of the City of Austin and Travis County.

Area of Jurisdiction.

This Agreement shall be performed only within the unincorporated areas of Travis County and the City of Austin. Participation in this Agreement by other incorporated municipalities within Travis County will be handled by amendment to this Agreement pursuant to Section 10.12.

For the Agreement Term beginning September 1, 2013, and terminating September 30, 2014, as provided in this paragraph, the Area of Jurisdiction and all references to the City of Austin and Travis County, collectively or singularly, related to the provision of services will include the City of Rollingwood. Actual provision of services will be subject to completion and execution of the appropriate interlocal agreement(s) between Travis County, the City of Austin and/or the City of Rollingwood. Receiving Agency will provide Performing Agency a copy of the executed agreement(s) upon execution. Actual provision of services to the City of Rollingwood will not begin until such agreement(s) are delivered to Performing Agency.

Purpose of Objectives

The Texas A&M AgriLife Extension Service - Wildlife Services Unit in conjunction with USDA-APHIS-WS Program (WS) will continue an operational and technical assistance based CDM program in the City of Austin and Travis County, Texas. The overall objective of this Agreement is to fund and conduct a full-service integrated CDM program. The primary goal of the operational program will be to reduce human health and safety threats and concerns and reduce injuries to and loss of pets caused by coyotes and other damage causing wildlife in Travis County and the City of Austin. The secondary goal will be to reduce damage to property and other resources caused by coyotes and other damage causing wildlife. An annual work plan and financial plan are included herein.

Objectives

- A. To continue and conduct an operational CDM program to minimize conflicts between people and coyotes and other damage causing wildlife.
- B. To cooperate with Travis County, the City of Austin and Extension for the purpose of developing a public education program designed to minimize conflicts between people and coyotes and other damage causing wildlife. The educational effort will include development and dissemination of information related to modification of environmental conditions and/or cultural practices which influence coyote activity and activity of other damage causing wildlife.
- C. To monitor coyote activity and activity of other damage causing wildlife while evaluating the effectiveness of CDM program efforts.

Goals

To minimize the following coyote/damage causing wildlife related problems in Travis County and the City of Austin: coyote threats to human health and safety, coyote attacks on pets, and other conflicts that may arise between people and coyotes and other damage causing wildlife.

Plan of Action

WS has assigned a full-time wildlife biologist to Travis County, for the purpose of continuing and conducting a CDM program. WS will also maintain an existing wildlife biologist position in Travis County to augment the CDM program. The existing position will support direct control and educational programs in cooperation with Travis County and the City of Austin. WS personnel assigned to Travis County will remain under the supervision of WS. CDM activities will be confined to the unincorporated areas of Travis County and the City of Austin. WS provides managerial, technical, and administrative program support. WS adheres to all local and state laws and regulations as well as USDA/APHIS/WS policies and guidelines when conducting WDM operations. Safety will be a priority.

CDM methods for controlling coyotes and other damage causing wildlife will include all legal methods such as, but not limited to, leghold traps, snares, shooting, calling, chemical control and hand removal. Only WS or other designated personnel will remove captured animals. WS will be responsible for application and maintenance of CDM equipment.

WS will inform City, County and Extension personnel of WDM activities by attending meetings and providing mutually agreed upon reports. The WS District Office in College Station, Texas (979/845-6201) will monitor the program.

Services and activities to be provided by Performing Agency will include the following:

1. Provide educational services for areas registering complaints or making requests for such services through Receiving Agency.
2. Evaluate and make recommendations for modification of citizen activities related to complaints and requests.
3. Cooperate with City and County in developing and distributing educational and other informational materials designed to decrease the occurrence of problems related to damage-causing wildlife.
4. Provide services as allowed by law related to all damage-causing wildlife, with the initial emphasis on problems related to the coyote population.
5. Where necessary and in instances where other options do not result in a resolution of the wildlife problem, provide for the extermination of animals determined to be a danger to the community.
6. Respond in a timely and effective manner to all complaints related to damage-causing wildlife within the jurisdiction of the Performing Agency utilizing methods which include public education, wildlife behavior modification, and, where necessary, elimination of damage-causing wildlife.

City/County Cooperative Effort

Performing Agency acknowledges and agrees that this Agreement is based upon the cooperative effort to be entered into between Receiving Agency and the City of Austin (City), pursuant to the terms of a separate agreement between Receiving Agency and City (City/County Agreement). Continued performance of the Agreement by Receiving Agency is conditioned upon the performance by City of certain obligations pursuant to the City/County Agreement. Section 5.03 notwithstanding, Receiving Agency may terminate this Agreement with 30 days notice upon the failure of City to perform according to the terms of the City/County Agreement, including payment by City to County of funds set forth under that City/County Agreement.

Functions related to this Agreement to be provided by City include the following:

1. Payment by City to Receiving Agency of \$10,000
2. Provision of the following in-kind services:
 - Coyote and other damage causing wildlife related calls will be handled through the Town Lake Animal Center (TLAC) Animal Control Office and 311 Call Center. The requests for service will be forwarded to the Wildlife Biologist for handling when necessary.
 - City Animal Services will continue to provide education and information to citizens in those cases where additional services are not warranted and will assist the Wildlife Biologist with education efforts in the neighborhoods including direct customer service, neighborhood meetings and material distribution.
 - City Animal Services will continue to maintain the database of complaints by geographic area to track problem neighborhoods and provide information to the Wildlife Biologist for proactive efforts of coyote population management and the management of other damage causing wildlife populations.
 - City Animal Control will handle transport of bodies for any euthanized animals as well as handle disposal of the bodies.
 - City Animal Control will provide the rabies quarantine/testing and reporting support required for any suspect animals.
 - City Animal Control will provide any coordination support requested by the Wildlife Biologist while conducting activities, including serving as a central point of contact for the Wildlife Biologist to notify the City of the location of traps, harvesting sweeps, etc.
 - Provide the necessary City authorization to access City-owned property to implement the wildlife management program described in this Agreement.
 - Transport trapped coyote(s) requiring euthanasia when requested by TWS.
 - Euthanize coyote(s) when instructed by TWS to do so.

ATTACHMENT B

CONTRACT NO. 14-WS-01

DATED: SEPTEMBER 1, 2013

BUDGET

| | |
|----------------------------------|---------------------|
| Salary and Benefits | |
| One full-time wildlife biologist | \$ 54,053.00 |
| Supplies | 3,019.00 |
| TOTAL | \$ 57,072.00 |

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