

INTERLOCAL AGREEMENT
by and between
NUECES COUNTY
and
TEXAS A&M AGRILIFE EXTENSION SERVICE

This Interlocal Agreement (hereafter termed "Agreement") is made pursuant to Chapter 791, Texas Government Code, *Interlocal Cooperation Contract*, and is entered into by and between the **Nueces County** (hereafter referred to as "COUNTY"), a county within the State of Texas and **Texas A&M AgriLife Extension Service** (hereafter referred to as "AGRILIFE EXTENSION"), a member of The Texas A&M University System, an agency of the State of Texas. COUNTY and AGRILIFE EXTENSION may be referred to herein individually as "Party" or collectively as the "Parties".

SECTION 1
PURPOSE

- 1.01** In accordance with Senate Bill 1, 85th Regular Legislative Session, 2017, (General Appropriations Act) Article III, page 238, rider 8, funds were appropriated to AGRILIFE EXTENSION for the Feral Hog Abatement Program (the "Program") to implement feral hog abatement technologies. As part of the Program, AGRILIFE EXTENSION shall use a portion of the appropriated funds to fund grants for county feral hog eradication projects in Texas. Payments are to be made from current available revenues available, pursuant to Section 791.011 (d)(3) of the Texas Government Code.
- 1.02** AGRILIFE EXTENSION requested grant applications in support of the Program from Texas counties setting forth the County's proposed feral hog abatement eradication project (the "Project"). COUNTY has proposed to complete the Project as set out in the COUNTY's Application including a Description of Activities (collectively "Application") attached hereto as Attachment A and fully incorporated herein by reference.
- 1.03** AGRILIFE EXTENSION desires to have COUNTY complete the Project to accomplish the goals of responding and complying with the Program. Accordingly, AGRILIFE EXTENSION and COUNTY enter into this Agreement as follows:

SECTION 2
TERM

- 2.01** *Fixed Term:* This Agreement commences on October 1, 2017 and will terminate on August 31, 2018, unless extended or cancelled according to sections 2.02 or 2.03 of this Agreement.

- 2.02 *Extension:* Upon written, mutual consent of the Parties, this Agreement may be extended for a maximum of one (1) calendar year, after the date of expiration of the Fixed Term.
- 2.03 *Cancellation:* This Agreement may be cancelled prior to the expiration of the Fixed Term or any Extension Term by either Party, upon thirty (30) calendar days written notice to the other Party, sent to the address indicated in Section 5.01 of this Agreement.

SECTION 3 COUNTY OBLIGATIONS

- 3.01 *Performance:* COUNTY shall implement the feral hog abatement technologies as set out in the Application.
- 3.02 *Subcontractors:* Any delegation by the COUNTY to a subcontractor regarding any duties and responsibilities imposed by this Agreement must be approved in advance by AGRILIFE EXTENSION and shall not relieve the COUNTY of its responsibilities to AGRILIFE EXTENSION for its performance. Execution of Program by County Extension Agent is not considered subcontracting under this Agreement.
- 3.03 *Progress Reports:* COUNTY shall submit to AGRILIFE EXTENSION quarterly progress reports reflecting progress of work completed on the Project as well as financial progress.
- 3.04 *Records:* COUNTY must keep a separate bookkeeping account with a complete record of all expenditures relating to the Project. Project records shall be maintained by COUNTY for seven (7) years after the completion of the Project, or as otherwise agreed upon with AGRILIFE EXTENSION. AGRILIFE EXTENSION and the Texas State Auditor's Office ("State Auditor") reserve the right to examine all books, documents, records, and accounts relating to the Project at any time during regular office hours throughout the duration of the Agreement and for three years immediately following completion of the Project. If any litigation, claim, negotiation, audit or other action is initiated prior to the expiration of the retention period, then the records must be retained until authorized by AGRILIFE EXTENSION. AGRILIFE EXTENSION and the State Auditor shall have access to the physical locations related to Project activities.
- 3.05 *Audit:* If the COUNTY has a financial audit performed during the time the COUNTY is receiving funds from AGRILIFE EXTENSION for the Project, upon request, AGRILIFE EXTENSION shall have access to information about the audit, including the audit transmittal letter, management letter, and any schedules in which the COUNTY's funds are included.
- 3.06 *Compliance:* At all times during the term of this Agreement, COUNTY must comply with *Texas Government Code*, Chapter 783, Uniform Grant and Contract Management, and the Uniform Grant Management Standards (UGMS) and 2 CFR Part 200.

SECTION 4 COMPENSATION

- 4.01 *Fee:* This is a cost reimbursable Agreement. AGRILIFE EXTENSION agrees to pay COUNTY up to \$16,783.87 for performance of the Project. Payment shall be cost reimbursable based on actual costs incurred by COUNTY in accordance with the Application but will not exceed \$16,783.87 total. Payment shall be made within thirty (30) days after receipt of invoice in accordance with Chapter 2251, *Texas Government Code*.
- 4.02 *Invoices:* COUNTY may submit cost reimbursable invoices to AGRILIFE EXTENSION quarterly, but in no event shall invoice be submitted any later than September 30, 2018. The invoice(s) must include sufficient detail and relevant supporting documentation. Backup detail may include, but is not limited to, documentation of personnel expenses, or copies of invoices. The combined amount of the invoices submitted by COUNTY may not exceed \$16,783.87. All invoices shall be submitted to the following address:

Texas A&M AgriLife Extension Services
Attn: Gina D. Chairez-Blochlinger
P.O. Box 690170
San Antonio, TX 78249
(a copy may be sent by Email to: Gina.D.Chairez@aphis.usda.gov)

- 4.03 *Payment Schedule:* Up to 90% of the total grant award may be reimbursed provided the work for which payment is requested has been completed and proper documentation has been submitted. The remaining 10% will only be disbursed once all reporting requirements have been met, including, but not limited to, the final performance report.

- 4.04 *Eligible Expenses:* Generally, expenses that are necessary and reasonable for proper and efficient performance and administration of the Project are eligible. Examples of eligible expenditures include:

1. Personnel costs, including salary and benefits related to temporary or event staff; grant funds may not be used to pay for existing employees in the performance of their day-to-day duties.
2. Direct operating expenses that directly relate to Project activities; this may include facility rental or other workshop related expenses (note: meals, food, or beverages of any kind are not considered an eligible expense).
3. Supplies that cost less than \$5,000, such as office supplies, printing services, and materials needed to accomplish the proposed Project.
4. Vendor contracts (i.e. agreements made with a third-party to perform a portion of the Project services).
5. Controlled assets, which are defined as certain items valued \$500.00 - \$4,999.99 which must also be inventoried, see:
<https://fmx.cpa.texas.gov/fmx/pubs/spaproc/appendices/appa/index.php>.

6. If grant funds are proposed by COUNTY to be used to fund bounty efforts, COUNTY must have a written policy implemented to prevent the intentional breeding and raising of feral hogs for the purpose of meeting bounty requirements. **In addition, bounty-related grant fund reimbursement is limited to 50% of the bounty paid and a maximum of \$5.00 per feral hog.**

4.05 *Ineligible Expenses:* Expenses prohibited by state or federal law or determined to be ineligible by Program guidelines will not be reimbursed. Examples of these ineligible expenditures include, but are not limited to the following:

1. Alcoholic beverages;
2. Entertainment;
3. Contributions, charitable or political;
4. Expenses falling outside of the contract period;
5. Items not listed in the project budget or an approved amendment;
6. Expenses that are not adequately documented;
7. Travel, including but not limited to mileage reimbursement, meals and lodging; and
8. Meals, food or beverage costs of any kind, including those associated with an educational workshop.

4.06 *Non-expended grant funds:* If COUNTY fails to incur cost reimbursable expenses in the amount specified in Paragraph 4.01 during the term of this Agreement and properly invoice for same in accordance with the terms hereof, COUNTY shall not be entitled to such unspent funds. Any unspent funds will remain with AGRILIFE EXTENSION.

SECTION 5 MISCELLANEOUS

5.01 *Notices:* Fee payment or notices required under this Agreement may be sent by United States Postal Service regular surface mail, certified mail, registered mail, overnight delivery, or hand delivery. Written notice delivery is deemed made when the notice is deposited into a USPS mail receptacle, or deposited with an overnight carrier, or hand delivered. Either Party can change the notice address by sending to the other Party written indication of the new address. Notices should be addressed as follows:

COUNTY: Nueces County
Attn: Samuel L. Neal, Jr., County Judge
901 Leopard Street, Room 303
Corpus Christi, TX 78401

AGRILIFE EXTENSION: Texas A&M AgriLife Extension Service
ATTN: Michael Bodenchuk, State Director

By U.S. mail: P.O. Box 690170
San Antonio, TX 78269
By courier: 5730 Northwest Parkway
San Antonio, TX 78249

- 5.02 *Force Majeure*: Any and all duties, obligations, and covenants of this Agreement will be suspended during time of natural disaster, war, acts of terrorism, or other "Acts of God", which prevent a Party from fulfilling any and all duties, obligations, and/or covenants of this Agreement. If a Party is prevented from fulfilling a duty, obligation, and/or covenant of this Agreement, due to Force Majeure, the Party prevented from fulfilling will notify the other Party in writing, sent pursuant to Section 5.01 Agreement, within fourteen (14) calendar business days of the Force Majeure event.
- 5.03 *Parties Relationship*: Nothing in the Agreement should be construed as creating a partnership, joint venture, agency relationship, or any other relationship other than, between COUNTY and AGRILIFE EXTENSION.
- 5.04 *Applicable Law*: This Agreement is construed under and in accordance with the laws of the State of Texas.
- 5.05 *Cumulative Rights*: All rights, options, and remedies contained in this Agreement and held by COUNTY and AGRILIFE EXTENSION are cumulative and the exercising of one will not exclude exercising another. COUNTY and AGRILIFE EXTENSION each have the right to pursue any remedy or relief which may be provided by law, in equity, or by the stipulations of this Agreement.
- 5.06 *Non-waiver*: A waiver by either COUNTY or AGRILIFE EXTENSION, or both, of any obligation, duty, or covenant of this Agreement will not constitute a waiver of any other breach of any obligation, duty, or covenant of this Agreement.
- 5.07 *Counterparts*: This Agreement can be executed in multiple counterparts, each of which is declared an original.
- 5.08 *Severability*: If any clause of provision of this Agreement is illegal, invalid or unenforceable under present or future law, COUNTY and AGRILIFE EXTENSION intend that the remaining clauses or provisions of this Agreement will not be affected and will remain in full force and effect.
- 5.09 *Entire Agreement*: This Agreement contains the final and entire agreement between COUNTY and AGRILIFE EXTENSION, and will not be amended, explained, or superseded by any oral or written communications; unless done so in a subsequent, written, and mutually agreed upon amendment.
- 5.10 *Successors and Assigns*: All the obligations, duties, covenants, and rights contained in this Agreement and performable by COUNTY will be applicable and binding upon respective successors and assigns, including any successor by merger or consolidation; however, nothing in this provision shall be construed to be consent of Assignment of this Agreement.

5.11 *Nondiscrimination:* COUNTY and AGRILIFE EXTENSION, and their agents or employees, are prohibited from discriminating on the basis of race, color, sex, age, religion, national origin, or handicap, in the performance of the terms, conditions, covenants and obligations of this Agreement.


5.12 *Dispute Resolution:* Any dispute between COUNTY and AGRILIFE EXTENSION regarding this Agreement will be governed by Texas Government Code, Chapter 2009, *Alternative Dispute Resolution for Use by Governmental Bodies*, and any applicable Model Rules promulgated by the Office of the Attorney General, the State of Texas. Any notice of dispute tendered by COUNTY should be to Ralph Stevens, Director of Procurement, AGRILIFE EXTENSION.

5.13 *No Waiver:* Nothing in this Agreement is intended, nor may it be deemed, to waive any governmental, official, or other immunity or defense of any of the Parties or their officers, employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants in this Agreement.

AGREED and EXECUTED on the dates indicated below, by COUNTY's and AGRILIFE EXTENSION's duly authorized representatives.

NUECES COUNTY

TEXAS A&M AGRILIFE EXTENSION SERVICE


By: 
Name: Samuel L. Neal, Jr.
Title: County Judge
Date: _____

By: _____
Name: Dr. Parr Rosson
Title: Interim Director
Date: _____

ATTESTED:

RECOMMEND APPROVAL:

By: _____
Name: _____
Title: County Clerk
Date: _____

By: 
Name: Michael J. Bodenchuk
Title: State Director
Date: 6/20/18

ATTACHMENT A

2018 Feral Hog Grant - Nueces County

Application must be received by: Friday, March 30, 2018. Late or incomplete applications will not be considered.

County Information

County Name: Nueces County

Mailing Address: 901 Leopard Street, Room 303

Street Address

Corpus Christi Texas 78401

City

State

Zip Code

Physical Address: 901 Leopard Street, Room 303

Street Address

Corpus Christi Texas 78401

City

State

Zip Code

Contact Personnel

(1) Name of Primary Program Contact *(This person can answer day-to-day questions about the project.)*

Full Name: Jason P. Ott Mr. Dr.
First *Last* Ms. Other _____

Position Title: County Extension Agent

Email Address: j-ott@tamu.edu

Phone: (361) 767 - 5223 Ext. _____ Alt #: (361) 960 - 6549

(2) Name of Authorized Official *(This person is authorized to enter into legal agreements on behalf of the organization. This person's name will appear on the grant agreement for signature.)*

Full Name: Samuel L. Neal, Jr. Mr. Dr.
First *Last* Ms. Other Honorable

Position Title: Nueces County Judge

Email Address: claudia.lobell@nuecesco.com

Phone: (361) 888 - 0444 Ext. _____ Alt #: _____

Samuel L. Neal, Jr. 3/29/18
Signature *Date*

Hog Out Program Information

Previous Participation

- Has your County previously participated in the feral hog abatement grants? Yes No
- If yes, what years? N/A
- Has your County previously received a grant through any TDA feral hog abatement program? Yes* No
- If yes, what years? N/A

**Quantifiable
Information and
Description of
Activities**

Please provide a narrative describing the feral hog abatement program and your use of the funds. Include as much detail as necessary for the reviewers to evaluate your proposal against the evaluation criteria. Include budget, past final reports and bounty pool commitments as appropriate.

Please see attached narrative.

(Additional sheets may be attached if more space is needed.)

2018 Feral Hog Grant-Nueces County

Background

In Nueces County, approximately 362,586 acres are used as cropland, according to the 2012 Census of Agriculture. Rain-fed crop production accounts for the majority of agricultural production in the county, with corn and grain sorghum being the major crops of concern for feral hog damage. With over 150 thousand acres of grain sorghum grown annually, Nueces County is often the leading sorghum producing county in the nation. This single crop generates over \$39 million in agricultural sales annually within the county and is extremely susceptible to predation from feral hogs. Annual production losses due to feral hog predation on row crops within the county are difficult to quantify and can vary widely from year to year; however, growers within the county do report annual losses due to feral hog damage. Fields adjacent to the many creeks and drainages within the county are the most susceptible to feral hog crop loss, as are those that border rangeland. However, with less than 40,000 acres used for rangeland and pastureland within the county feral hog habitat along creeks and drainages are of greatest concern to crop producers.

The feral hog habitat within Nueces County watersheds is also a water quality concern. There are currently numerous waterbodies including the Lower Nueces River, Oso Creek, Oso Bay, Petronila Creek, and portions of Corpus Christ Bay which are listed on the Texas 303 (d) List. In the case of Oso and Petronila Creeks, fecal contributions from feral hogs certainly contribute to their bacteria load. Coordination committees for the development of a Total Maximum Daily Load Implementation Plan for the Oso Creek and Bay are currently working to address management practices to reduce bacteria loading within the creek. Outreach education on feral hog abatement is a part of the management practices they will adopt. The Lower Nueces River Watershed Protection Plan also seeks to implement feral hog management measures to protect the regions chief source of drinking water from bacterial impairment. An analysis by the Lower Nueces River Watershed stakeholders estimated 12 feral hogs per square mile help contribute to the *E.coli* production in this waterway. Approximately 500,000 residents rely on the Lower Nueces River for clean drinking water.

Abatement

Nueces County will institute a trap loan out program to county landowners, with priority given to landowners within the Lower Nueces and Oso Creek Watersheds, followed by agricultural producer with the fields experiencing the most significant feral hog damage. The trap loan out program will be administered by the County Demonstration Assistant within the Nueces County Agricultural Extension Office. Landowners will schedule appointments with the County Demonstration Assistant to obtain and set up the trap. At that time, the County Demonstration Assistant will train each landowner on proper use of the trapping system and baiting procedures. All captured feral hogs will be required to be harvested.

Research suggests that control methods must eliminate 75% of the population in order to keep up with the hog's annual reproductive capacity. However, the Noble Research Institute has found conventional trapping have an insufficient capture rate of 49%. Therefore, the county trap loan

program will use an M.I.N.E.TM Gate with control box. M.I.N.E. is an acronym for Manually Initiated Nuisance Elimination. This trapping system was developed during three years of research and designed to capture the entire sounder group at one time. By trapping the entire sounder at once, the landowner reduces the likelihood of developing a trap wise population of feral hogs. Capture of the entire sounder is possible because the M.I.N.E. camera is a wireless digital camera capable of remotely triggering the M.I.N.E. gate using a cell phone after sending photos to an email or cell phone via a cellular network. Use of pre-baiting along with this technology should improve capture rates.

Additional benefits of the camera's remote control technology includes the following: allowing the users to send messages back to the camera, the ability to remotely check the battery charge and cellular signal strength, and remotely turn off the camera after the hogs are captured. This technology saves fuel, time and labor by allowing 24 hour surveillance without wasting daily travel time and expenses to multiple bait sites. The digital camera will also be able to further document numbers of captured feral hogs and the effectiveness of the county trap loan out program.

County-Sponsored Educational Programs

On October 3, 2017, Nueces County Agricultural Extension Office and the Nueces River Authority, in direct accordance with management measures for the Lower Nueces River Watershed Protection Plan, conducted a Texas Stream Ecology Workshop for 26 landowners. Collectively, this group managed 9,942 acres of rangeland within the watershed. One of the many topics addressed that focused on stream ecology was a one-hour session on feral hog biology and abatement techniques, which was presented by Josh Helcel, Extension Associate with Texas A&M Natural Resource Institute. Evaluations of the program indicated that 63% of the participants intend to adopt recommended feral hog management practices.

A Lone Star Healthy Streams Program will be conducted on April 10, 2018. The goal of this program is the protection of Texas waterways from bacterial contamination originating from livestock operations and feral hogs that may pose a serious health risk to Texas citizens. The effort is a collaborative effort between Nueces County Agricultural Extension Office and the Nueces River Authority in direct accordance with management measures for the Lower Nueces River Watershed Protection Plan. The program's objective is the education of Texas farmers, ranchers, and landowners about proper grazing, feral hog management, and riparian area protection to reduce the levels of bacterial contamination in streams and rivers. The program concludes with a one-hour presentation on Best Management Practices to reduce bacteria contamination from feral hogs.

The South Texas Agriculture Symposium will be held on April 17, 2018. The program is broadcast live to numerous locations across the state via webinar, while a live audience participates in the program at the Corpus Christi Research and Extension Center. At the conclusion of the webinar a one-hour presentation titled "Feral Hogs: Pest, Recreation, or Revenue?" will be presented by local extension staff to the live audience.

Annually, a Spring Ranch Field Day is conducted for area forage and livestock producers. This year's program, scheduled for May 15, 2018, will build on a presentation on feral hog control given by Josh Helcel at last year's Field Day by demonstrating the M.I.N.E.™ Gate with Control Box and M.I.N.E.™ Cam camera as a tool for trapping feral hogs.

The Nueces County Crop Tour is an annual event scheduled for June 6, 2018. The tour serves to highlight demonstration plots in the county, as well as innovative agricultural producers. This year's tour will feature a demonstration of the M.I.N.E.™ Gate with Control Box and M.I.N.E.™ Cam camera as a tool for trapping feral hogs and discuss the impact feral hogs have on area crop production, biology of the pest, and effective control measures.

Damage and Control Assessment

Abatement effort conducted through the county's trap loan program will require landowners to provide the County Demonstration Assistant with trap catch numbers. Prior to loan of the county trap, the County Demonstration Assistant will conduct a site visit to assess feral hog damage and estimate economic loss. The County Demonstration Assistant will also develop a web-based evaluation instrument that will be distributed to county landowners via Qualtics and the August edition of the Nueces County Agriculture Newsletter. The evaluation will ask each landowner to provide a list of feral hog abatement techniques employed and number of animals controlled with each. Questions on the number of acres damaged, type of crop, and percentage yield reduction will also be asked. To encourage landowner participation in the evaluation, each person completing an evaluation will be entered in a drawing for a \$100 gift certificate to a local farm supply store.

Proposed Budget

The Nueces County Auditor's Office is an integral part of Nueces County government in its role of maintaining the integrity of financial administration. Regular functions of the Auditor's Office are to forecast financial data for budgetary formulation purposes, audit records and accounts of all county departments, and administer the county budget as approved by Commissioners Court. The Auditor's Office also prepares and administers accounting records for all county funds, including all grant funds and special programs. They also ensure allowable expenditures are within the laws and guidelines bound by Nueces County. The Auditor's Office will work with the Nueces County Grants Administration Department in completing all financial reports required by the granting agency. Mechanisms and a department code will be established to easily track program expenses for reimbursement requests. Nueces County has an adequate accounting system in place and good internal controls to ensure expenditures and reimbursements are reported. Nueces County will maintain those files (7) years after the conclusion of the project.

Proposed Budget

| Item | Amount | Price | Total |
|---|--------|------------|--------------------|
| <i>Abatement Program:</i> | | | |
| M.I.N.E.™ Gate w/ Control Box | 3 | \$1,650.00 | \$4,950.00 |
| 18-60™ Trap Panel | 6 | \$60.00 | \$360.00 |
| Rigid Panels | 24 | \$200.00 | \$4,800.00 |
| AT&T Wireless Camera Yearly Subscription | 3 | \$300.00 | \$900.00 |
| M.I.N.E.™ Cam camera | 3 | \$750.00 | \$2,250.00 |
| Booster Antenna | 3 | \$125.00 | \$375.00 |
| External 6 Volt Battery and Box of Camera | 3 | \$70.00 | \$210.00 |
| T-Post Camera Mounts | 3 | \$35.00 | \$105.00 |
| T-Posts | 15 | \$3.69 | \$55.35 |
| Freight | 1 | \$350.00 | \$350.00 |
| Abatement Program Total: | | | <u>\$14,355.35</u> |
| <i>County-sponsored Education:</i> | | | |
| - Newsletter/Program Promotion Postage | | | \$806.52 |
| - Color Printer Cartridge | | | \$320.00 |
| - Black Printer Cartridge | | | \$73.00 |
| - Bus Rental | | | \$575.00 |
| - Paper for Newsletter/Printed Materials | | | \$554.00 |
| Education Program Total: | | | <u>\$2,328.52</u> |
| <i>Damage and Control Assessment:</i> | | | |
| Farm Supply Store Gift Certificate | | | \$100 |
| Total Cost | | | <u>\$16,783.87</u> |