

**COOPERATION AGREEMENT  
BETWEEN CITY OF AUSTIN  
AND  
TEXAS WILDLIFE DAMAGE MANAGEMENT FUND, INC.  
FOR THE CONTROL OF FERAL HOGS**

This Cooperation Agreement (Agreement) is entered into by and between the City of Austin, Texas (hereinafter referred to as "City") and Texas Wildlife Damage Management Fund ("TWDMF")

**RECITALS**

The City has the authority to provide for the enactment and enforcement of ordinances for the general welfare and health of local citizens under Chapter 51 of the Local Government Code and other statutes.

NOW, THEREFORE, in consideration of the hereinafter set forth agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, TWDMF and the City mutually agree as follows:

**SECTION 1. GENERAL INTENT**

The intent of this Agreement between TWDMF and the City is to minimize feral hog problems within the City of Austin through removal of the animals from urban areas. Both parties agree to work cooperatively to address the feral hog situation humanely and will work together to gain permission to enter private property to control the hogs.

**SECTION 2. TERM OF AGREEMENT**

- 2.1 **Initial Term.** The Initial Term of this Agreement shall begin immediately, and shall continue through September 30, 2009, unless sooner terminated as provided herein.
- 2.2 **Renewal Term(s).** This agreement shall not be renewed.
- 2.3 **Termination.** It is agreed that either party shall have the right to terminate this Agreement upon thirty (30) days written notice to the other party.

**SECTION 3. RESPONSIBILITIES AND OBLIGATIONS OF THE CITY**

- 3.1 **Data Collection.** The City agrees to collect and maintain data, to be made readily available to TWDMF, regarding the movement and accompanying effects of feral hogs located within the City.

- 3.2 **City Duties.** The City agrees to provide for the removal and disposal any feral hog carcasses incident to this agreement.
- 3.3 **Amount of Compensation.**
- 3.3.1 Temporary Compensation. For and in consideration of TWDMF's satisfactory performance under this Agreement, the City shall pay the Texas Wildlife Damage Management Fund an amount of \$200 per day, not to exceed \$10,000 up and until September 30, 2009.
- 3.4 **Payment.** The City agrees to make payment within thirty (30) days upon receipt of a proper invoice and report of wildlife damage management activities.
- 3.5 **Project Management.** The City will provide project management through the Environmental Conservation Division Manager for the Austin Water Utility Wildland Conservation Division. This person or his designee shall serve as the City's single point of contact for all matters related to this Agreement.
- 3.6 **Payment from revenues currently available.** This agreement and any continuation thereof shall be contingent upon availability of funds. Parties agree 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.

#### **SECTION 4. TWDMF SERVICES**

- 4.1 TWDMF **Troubleshooter.** The TWDMF shall provide the local representative to consult and coordinate with the City as necessary to carry out the plans and procedures implemented to carry out the intent of this agreement. Beginning on October 1, 2009, TWDMF shall make available a local representative on a full-time basis.
- 4.2 **Project Supervision.** The TWDMF shall provide supervision of the project and local representative. All activity conducted will further be under the direct supervision of the College Station District Supervisor.
- 4.3 **Support.** The TWDMF shall further provide equipment, travel costs, and any other supplies as required in the operation of the project.
- 4.4 **Reporting.** The TWDMF local representative shall provide a monthly written report to the CITY's Environmental Conservation Division Manager documenting TWDMF's actions and results related to this Agreement. Email correspondence is an acceptable mode of report delivery.

## **SECTION 5. RELATIONSHIP OF PARTIES, AND LIABILITY**

- 5.1 City and TWDMF are associated only for the purposes and to the extent set forth herein. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, or to create the relationship of employer-employee or of principal-agent. No party to this Agreement will be responsible for the acts or omissions of an employee of another party except as may be decreed against that party by a judgment of a court of competent jurisdiction.
- 5.2 It is expressly understood and agreed that by executing this Agreement no party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it under the law.
- 5.3 This Agreement is not intended, nor shall it be construed, to confer any benefits, rights or remedies upon any person or entity not a party hereto.

## **SECTION 6. ASSIGNMENT AND SUBCONTRACTING**

- 6.1 Neither Party may assign its rights or subcontract its duties under this contract without the prior written consent of the other Party. An attempted assignment or subcontract in violation of this paragraph is void.

## **SECTION 7. TERMINATION FOR UNAVAILABILITY OF FUNDS**

- 7.1 This Agreement is to be contingent upon approval and appropriation by the parties of sufficient funds in their respective operating budgets for each party's fiscal year under this Agreement. In the event that such funding is not appropriated and approved, this Agreement will terminate automatically on the last day in the fiscal year for which sufficient funds were budgeted and appropriated for this Agreement, provided that any such action or termination due to non-appropriation of funds will not be construed as a default under this Agreement. The parties agree to give the other party at least 90 days advance written notice of termination under this provision.

## **SECTION 8. NOTICE TO PARTIES**

- 8.1 Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified below, and signed on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified below.

A party may change its address by providing notice of the change in accordance with this section.

#### **SECTION 9. MISCELLANEOUS**

- 9.1 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.
- 9.2 This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

This contract is executed in duplicate originals.

#### **RECEIVING AGENCY**

City of Austin

BY: \_\_\_\_\_

Rudy Garza

Title: Assistant City Manager

Date: \_\_\_\_\_

#### **PERFORMING AGENCY**

Texas Wildlife Damage Management Fund

BY: \_\_\_\_\_

Michael J. Bodenchuk

Title: Director

Date: \_\_\_\_\_