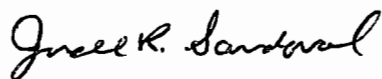


October 31, 2017

Judge James Oakley
220 S. Pierce
Burnet, Texas 78611

During the past few months I have been communicating with cooperating counties regarding the Texas Wildlife Services Program's increase in fees for services provided by our technicians. The \$500/month increase per technician will start in January 2018. The next step in completing the process is signing the new contracts. Enclosed are four copies of our MF-6 Field Agreement Form. On the lower portion of the field agreement in section 2 you will find a detailed dollar amount projected for your specific county. Please sign all four copies at the designated cooperator line. All four copies must be returned to our Wildlife Services Kerrville office no later than COB on Friday November 17th, 2017. Our signatures will be added and your final contract will be mailed back to you. We look forward to continuing to provide services to your county. If you require any further details on this matter please feel free to contact me at 830 896-6535 or on my cell at 210 412-1649. Thank you.

Sincerely,



Jude R. Sandoval
District Supervisor
Wildlife Services
Kerrville, Texas

attachments

Kerrville District Office
Street Address:
409 Mill Run, Suite 1
Kerrville, TX 78028-4292
Tel. 830.896.6535
Fax. 830.257.7818



Mailing Address:
P.O. Box 294883
Kerrville, TX 78029-4883

Educational programs of the Texas A&M AgriLife Extension are open to all people without regard to race, color, sex, disability, religion, age, or national origin.
The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating.

Wildlife Services is a program of Texas A&M AgriLife Extension cooperating with the United States Department of Agriculture,
Animal and Plant Health Inspection Service – Wildlife Services

FIELD AGREEMENT
Among
U.S. Department of Agriculture, Animal and Plant Health Inspection Service,
Wildlife Services
and
Texas A&M AgriLife Extension Service - Wildlife Services
and
Texas Wildlife Damage Management Association, Inc.
and

Burnet 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 A&M AgriLife Extension Services - 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 \$ 3,200.00 / \$38,400 per annum for the period:

(monthly, annually)

January 1, 2018 to Termination, _____ to be spent primarily for the
purposes outlined herein:

Services of Wildlife Damage Management Technician (One)

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.

By _____
Cooperator
By _____
District Supervisor
By _____
State Director

STATE OFFICE

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Wildlife Services
and
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