



Travis County Commissioners Court Agenda Request

Meeting Date: November 12, 2013

Prepared By: Linda Laack, Environmental Resources Management Senior

Phone #: (512) 219-6190

Division Director/Manager: Jon White/Wendy Connally - Natural Resources and Environmental Quality Division

Department Head: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action regarding a License Agreement with Bobby Jay Williamson for trapping and controlling the feral hog population in Travis County's Parks and the Balcones Canyonlands Preserve (BCP) in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

The goal of this request is to control the serious feral hog damage on Travis County Parks and the BCP. Feral hogs are members of the same family as domestic hogs, and include European wild hogs, feral domestic hogs, and hybrids. Feral hogs are omnivores. They destroy large areas of vegetation as they search for roots and invertebrates in the soil. They also prey on native animals. Adjacent to parks and the BCP, feral hogs destroy landscaping in subdivisions, damage cropland, and kill young livestock. The feral hogs in Travis County either escaped captivity or were introduced to undeveloped areas of the county primarily for hunting purposes. Since most fences do not restrict their movements, the feral hog population has been spreading out and expanding its range within the county. Currently, the largest numbers of feral hogs appear to be located in the northwestern, far eastern and western parts of the county.

The feral hog is an unprotected, non-game animal under Texas Parks and Wildlife Department regulations and therefore may be taken at any time of the year. This plan to remove feral hogs from Travis County BCP lands is in accordance with our BCP Land Management Plan that was approved by the BCCP Coordinating Committee and the U.S. Fish and Wildlife Service. Use of License Agreements with volunteer hog trappers is an approved practice in the Wildlife Management Permit for Travis County Managed Parks and Preserves.

Travis County is currently managing over 12,000 acres of Parks and Preserve lands, much of which is currently populated by feral hogs. On the BCP, hogs are doing serious damage to sensitive habitats, including along springs and streams

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Jon White	Natureal Resources Envriomental Quality Division Director	TNR-NREQ	(512) 854-7212

CC:

Wendy Connally	Natural Resources Program Manager	TNR	(512) 854-7214
Julie Joe	County Attorney	CA	(512) 854-4835
Charles Bergh	Parks Program Manager	TNR	(512) 854-9408
Robert Armistead	Parks Division Manager	TNR	(512) 854-9831

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0801 - NREQ -

**LICENSE AGREEMENT BETWEEN TRAVIS COUNTY AND
BOBBY JAY WILLIAMSON FOR USE OF COUNTY PROPERTY
TO TRAP FERAL HOGS**

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and Bobby Jay Williamson, an individual residing in Travis County, Texas ("Licensee").

RECITALS

WHEREAS, County owns or manages certain undeveloped lands throughout Travis County (the "Property");

WHEREAS, County has recognized a need to control the feral hog population on the Property and desires to permit Licensee to use certain and specific acreage within the Property for the purpose of trapping, shooting, and removing feral hogs;

WHEREAS, the County Executive of the Travis County Transportation and Natural Resources Department ("County Executive") coordinates all wildlife control operations performed on the Property; and

WHEREAS, Licensee desires to perform the feral hog trapping, shooting, and removal services (the "Services") at no charge to County and affirms that he is an experienced shooter and trapper qualified to provide the Services in accordance with the terms and conditions stated herein;

NOW, THEREFORE, County and Licensee, in consideration of the mutual promises herein expressed, covenant and agree as follows:

I. GRANT AND SCOPE OF LICENSE

1.1 County hereby grants to Licensee the right to enter portions of the Property designated by the County Executive or his designee at the dates and times specified in a written request to the Licensee for the sole and exclusive purpose trapping, shooting, and removing feral hogs from the Property (the "License"). Licensee does not have the right to enter upon any portion of the Property not described in the written request and County has the right to exclude Licensee from unlicensed areas at ALL times.

1.2 The License includes the right to bring onto the Property personal property, limited to firearms, materials and equipment, for the purpose stated herein.

1.3 Licensee must be present during performance of the Services. Licensee acknowledges and agrees that he does not have authority to permit agents, employees, guests or any other person to enter the Property, except for two assistants who may accompany Licensee during performance of the Services. The only assistants who may accompany Licensee are Chance Lane Williamson and Ty Matthew Williamson. These assistants are not allowed to shoot on the Property or as part of this Agreement.

II. PURPOSE

2.1 Licensee has the right to enter and use the Property for the sole and exclusive purpose of trapping, shooting, and removing feral hogs in accordance with the terms of this Agreement.

III. CONTROL OF TRAVIS COUNTY

3.1 Licensee must at all times obey the direction and commands of the County Executive or his designees while on the Property. Any disregard of directions is grounds for immediate revocation of the License by the County Executive or his designated representatives. Duly authorized representatives of County may enter the Property, or any portion thereof, at any time, and on any occasion without restrictions whatsoever by Licensee. County reserves the right to prohibit persons, including Licensee and his assistants Chance Lane Williamson and Ty Matthew Williamson, from entering the Property at any time safety may be a concern.

3.2 Licensee must use his best efforts not to interfere with the transaction of County business in and on the Property.

3.3 Licensee agrees to leave the Property in the same and as good a condition as when it was received, reasonable wear and tear excepted. Licensee must not injure, mar, nor in any manner deface the Property, and must not cause or permit anything to be injured, marred or defaced. Unless Licensee has obtained prior written and express consent from the County Executive, Licensee and his assistants may not make any modifications to fences, gates, trails, roads, or any buildings, furnishings or fixtures located on the Property. Licensee is expressly prohibited from bringing any flammable materials onto the Property and may not light fires or fireworks on the Property.

3.4 Licensee must dispatch hogs in a quick and humane manner. No live hogs may be removed from the Property. No animals, other than feral hogs, may be intentionally trapped and no other animals may be killed or removed from the Property.

IV. TERM OF LICENSE

4.1 The License commences on the Effective Date, as defined herein, and terminates three years from the Effective Date (the "License Term"); however, the County and Licensee have the right to terminate this Agreement under the provisions set forth in Section XIV herein.

4.2 County has the option to extend this Agreement for one additional one-year period, during which all provisions will remain unchanged and in full force except for the termination date. To be effective, County must exercise this option in writing at least 30 days prior to expiration of the License Term.

V. LIABILITY AND INDEMNIFICATION

5.1 LICENSEE AGREES TO AND MUST INDEMNIFY, SAVE, AND HOLD HARMLESS COUNTY AND ITS OFFICIALS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE ARISING IN WHOLE OR IN PART FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION OF LICENSEE, OR ANY OF ITS AGENTS, EMPLOYEES, OR INVITEES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE PROPERTY.

VI. RELEASE OF LIABILITY

6.1 Licensee agrees to release, waive, discharge and covenant not to sue County, its agents, officers, and employees for any personal injury, death, or property damage that may occur while Licensee is on the Property, including any injury, death, or property damage caused by the negligence or intentional tort of County, its agents, officers or employees.

6.2 Licensee agrees that this release is binding on his assigns, heirs and next of kin.

6.3 Licensee agrees that this release applies to any premises or special defects arising from the Property.

6.4 Licensee agrees to release County, its agents, officers, and employees from any claim whatsoever on account of first aid or medical treatment rendered for injuries sustained if Licensee or his assistants are treated for any purpose.

6.5 Licensee agrees that this release, waiver and covenant not to sue is intended to be as broad and inclusive as permitted by the laws of the State of Texas.

VII. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

7.1 Licensee and anyone coming upon the Property in connection with this Agreement must comply with all Federal, State, County, and municipal laws and ordinances applicable to the Property, including without limitation, ownership of a valid Texas hunting license issued by the Texas Parks and Wildlife Department. Anyone who violates any applicable laws, ordinances, rules, or regulations may, at County's discretion, be removed from the Property.

VIII. LICENSES AND PERMITS

8.1 Except as otherwise expressly provided herein, Licensee is responsible for obtaining or providing all required permits, taxes, excise fees, and license fees required by any governmental authority, including, without limitation, the United States Fish and Wildlife Service and the Texas Parks and Wildlife Department, to provide the Services.

IX. SECURITY

9.1 County and Licensee agree that County is not responsible for the protection or security of personal property brought onto the Property by Licensee or any of his agents, employees, guests or any other person coming upon the Property. Further, County and Licensee agree that Licensee is solely responsible at all times during the License Term for the actions and safety of any person utilizing the Property under this Agreement, including, without limitation, protecting the person from injury or death.

X. OCCUPANCY INTERRUPTION

10.1 If the County Executive or any of his designated representatives determines that, due to conditions beyond the County's control, including property damage caused by fire, flood, tornado, windstorm, or vandalism, civil tumult, riots, or any other act over which County has no control, it is impossible or unsafe to provide access to the Property as contracted herein, County may revoke the License granted hereunder and have no other liability to Licensee on account of such revocation.

XI. RELATIONSHIP OF PARTIES

11.1 Except as provided herein, County will exercise no supervision or control over Licensee, its employees, or any other person in the service of Licensee, and

County will provide no special services other than those specifically mentioned herein.

11.2 Nothing contained in this Agreement is to be deemed or construed to create a partnership or joint venture between County and Licensee, or cause County to be liable in any way for the debts and obligations of Licensee.

XII. NON-ASSIGNMENT

12.1 Unless Licensee has obtained express written consent from County, Licensee may not transfer or assign this Agreement, sub-lease the Property, or allow use of the Property other than as herein specified. If Licensee attempts to sub-lease the Property, County may terminate this Agreement and revoke the License granted hereunder. **NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY, EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE TRAVIS COUNTY COMMISSIONERS COURT.**

XIII. MONITORING

13.1 Licensee must perform the Services at a standard acceptable for similar services in Travis County and in a prompt and efficient manner. Specifically, Licensee must perform the Services in conformance with the following trapping standards:

- 13.1.1 Prior to commencing the Services, Licensee must coordinate with designated County staff to obtain written approval from the County Executive or his designee for all baiting, trapping, and trap site shooting locations and all trap designs.
- 13.1.2 Licensee must monitor set traps every day and must place the traps, to the extent possible, in shaded locations.
- 13.1.3 Licensee must treat trapped animals as humanely as possible and dispatch trapped animals in a humane fashion. Licensee must perform each killing as quickly and painlessly as possible and immediately remove each carcass from the Property. Licensee may not remove live-trapped animals from the Property.
- 13.1.4 Licensee must obtain prior written approval from the County Executive or his designee for any firearm or other weapon to be used by Licensee in performing the Services.
- 13.1.5 By the 15th day of each month that this Agreement is in effect, Licensee must provide to the County Executive or his designee a written report of

the total number and the sex of each feral hog handled, killed, and removed during the previous month.

- 13.2 County reserves the right to perform periodic on-site monitoring of Licensee's compliance with the above-listed standards and the other terms of this Agreement and the adequacy and timeliness of Licensee's performance.

XIV. TERMINATION

14.1 County has the right to terminate this Agreement and to revoke the License granted hereunder at any time if the County Executive, in his sole discretion, determines that Licensee has failed to abide by the terms and conditions set forth herein. If the County Executive decides to exercise this right of termination, he will provide Licensee written notice of the termination and either:

(a) grant Licensee an opportunity to cure within ten days following receipt of the notice by Licensee and specify that Licensee's right to enter and use the Property will cease if Licensee fails to cure the default before the eleventh calendar day after Licensee receives a notice of termination, or

(b) specify the effective date of termination, and upon that date, Licensee's right to enter and use the Property will cease.

14.2 Either party may terminate this Agreement for any reason prior to expiration of the License Term by providing 30 days' advance written notice to the other party at the address set forth in Section XV of this Agreement. Such notice must state the effective date of termination, and upon that date Licensee's right to enter and use the Property will cease.

XV. NOTICES

15.1 Any notice to be given hereunder by either party to the other must be in writing and may be effected by personal delivery, in writing, or registered or certified mail, return receipt requested. Notices will be considered sufficient if made or addressed as follows:

If to Licensee: Mr. Bobby Jay Williamson
2200 Park Lane
Webberville, Texas 78621

If to County: Mr. Steven M. Manilla, P.E. (or successor)
County Executive

Travis County Transportation & Natural Resources Dept.
P.O. Box 1748
Austin, Texas 78767

XVI. NON-WAIVER OF DEFAULT

16.1 No payment, act, or omission by either party may constitute or be construed as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement is not to be construed as a waiver of that right or privilege.

16.2 All rights of either party under this Agreement are specifically reserved and any payment, act or omission will not impair or prejudice any remedy or right of either party under it. No right or remedy stated in this Agreement will preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

XVII. MEDIATION

17.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both 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 must remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

XVIII. VENUE AND CHOICE OF LAW

18.1 ALL OBLIGATIONS AND UNDERTAKINGS PERMITTED UNDER THIS AGREEMENT ARE PERFORMABLE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT IS GOVERNED BY AND IS TO BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

XIX. SEVERABILITY

19.1 If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it will remain valid and binding.

XX. ENTIRE AGREEMENT

20.1 This Agreement represents the sole, entire, and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes any and all prior negotiations, representations, or agreements, either oral or written.

IN WITNESS WHEREOF, County and Licensee have executed this Agreement effective as of the later date indicated below (the "Effective Date").

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

LICENSEE:

Bobby Jay Williamson

Date: _____