

MEMORANDUM OF UNDERSTANDING

Between

Collin County Animal Services

And

Texas Wildlife Services Program (TWSP)

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Collin County Animal Services, hereinafter referred to as "CCAS," and Texas Wildlife Services Program, hereinafter referred to as "TWSP," to collaborate in providing Wildlife Damage Management Assistance to include traps, snares, UAV's, firearms, night shooting, and educational outreach.

Background:

The First Party and the Second Party desire to enter into an agreement in which they will work together to achieve the various aims and objectives relating to the Wildlife Damage Management Assistance to include traps, snares, UAV's, firearms, night shooting, and educational outreach.

The First and Second Party desire to enter into an agreement between them, setting out the working arrangements that each of the two agree are necessary to complete the Project.

Purpose & Scope

1. The purpose of this MOU is to provide the framework, the scope of work, terms and conditions, and responsibilities of the Parties associated with their work on the Project, as attached in more detailed information for the Project that Parties have agreed upon, if applicable. The obligations of the Parties will end on September 30, 2024.
2. As further outlined below, both parties will collaborate on the following:
 - a. The "TWSP" shall furnish supervision of the project and shall provide equipment and other supplies required in the operation of the project.
 - b. The Cooperator shall pay the Texas Wildlife Damage Management Fund for wildlife damage management services in the amount of \$250/day per employee / NTE 5,000, / 30,000 for the period of October 1,2023 to September 30, 2024.
 - c. 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.

Termination

3. This MOU may be terminated by mutual written agreement of the Parties upon 30 days' notice.

Venue

4. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, TX.

Expenses for Enforcement

5. In the event either party hereto is required to employ and attorney to enforce the provisions of this agreement or required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement including collection.

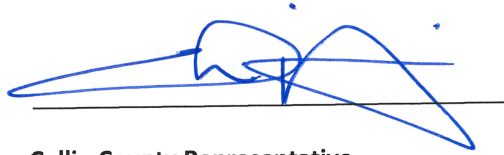
Severability

6. Any part or provision of this MOU that is found to be unenforceable, illegal, void, or prohibited in any jurisdiction will be ineffective without invalidating the remaining provisions and parts of the MOU. In such a scenario, the Parties will use reasonable efforts to employ and find an alternative way to achieve the same or substantially the same result as contemplated by such part or provision.

Force Majeure

7. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for and failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

For Collin County Animal Services:



Collin County Representative

CHRIS HILL, COLLIN COUNTY JUDGE

Title

8 DECEMBER 2023

Date

For TSWP:

TSWP Representative

Title

Date