

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, 2025.
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, 2024 to September 30, 2025.
 - 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 "WSP" is provided in support of the wildlife damage management activities.

Termination

4. This MOU may be terminated by either party (hereinafter "the Parties") with 30 days' notice.

Venue

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

Expenses for Enforcement

5. In the event either party hereto is required to employ an 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 portion 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 finish alternative way to achieve the same or substantially the same result as contemplated by such deleted 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 any failure to perform 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, hostilities, war, explosion, war, invasion, riot, or otherwise, arrest, detentions, embargoes, or quarantines or effect in 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 impact 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

Date

For TSWP

**RANDY
SMITH**

Digitally signed by
RANDY SMITH
Date: 2025.02.24
09:55:22 -06'00'

TSWP Representative

Title

Date

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
Collin 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 Service - 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, 17 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.

VOW, 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 \$ \$250/day per employee NTE \$5,000 \$30,000 for the period (monthly, annually)

October 1, 2024 to September 30, 2025 to be spent primarily for the purposes outlined herein:

Wildlife Damage Management Services

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 **RANDY SMITH** Digitally signed by RANDY SMITH
Date: 2025.02.24 09:55:55 -06'00'
By **KENNETH GRUVER** Digitally signed by KENNETH GRUVER
Date: 2025.02.23 15:10:08 -06'00'
State Director

STATE OFFICE

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

Collin County

Cooperator

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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 U.S.C. 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.
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By

RANDY SMITH

Cooperator
Digitally signed by RANDY SMITH
Date: 2025.02.24 09:56:28 -06'00'

By

KENNETH GROVER

District Supervisor
Digitally signed by KENNETH GROVER
Date: 2025.02.23 15:10:42 -06'00'

By

State Director

COOPERATOR

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.
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By 
Cooperator
RANDY SMITH Digitally signed by RANDY SMITH
Date: 2025.02.24 09:57:05 -06'00'
By _____
District Supervisor
KENNETH GRUVER Digitally signed by KENNETH GRUVER
Date: 2025.02.23 15:11:05 -06'00'
By _____
State Director

DISTRICT OFFICE

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.

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By 
Cooperator
RANDY SMITH
Digitally signed by RANDY SMITH
Date: 2025.02.24 09:57:33 -0600
By _____
District Supervisor
KENNETH GRUVER
Digitally signed by KENNETH GRUVER
Date: 2025.02.23 15:11:31 -0600
By _____
State Director

EXTRA COPY