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**Memorandum of Understanding
Between the Society for the Prevention of Cruelty of
Animals of Texas and the Hunt County Sheriff's Office**

FILED FOR RECORD
at 1:00 o'clock P M

FEB 25 2023

BECKY LANDRUM
County Clerk, Hunt County, Tex.
By [Signature]

I. Parties

This Memorandum of Understanding (hereinafter "MOU") is made and entered into by and between the Society for the Prevention of Cruelty of Animals of Texas (hereinafter "SPCA of Texas"), whose address is 2400 Lone Star Drive, Dallas, Texas 75212 and the Hunt County Sheriff's Office, whose address is 2801 Stuart Street, Greenville, Texas 75401.

II. Purpose

The purpose of this MOU is to establish the terms and conditions under which the Hunt County Sheriff's Office will carry the commission of (1) Texas TCOLE licensed peace officer as special investigator, employed by the SPCA of Texas, for the particular purpose of assisting the Hunt County Sheriff's Office with regards to animal cruelty cases arising within Hunt County, Texas and other such related law enforcement duties as assigned by the Hunt County Sheriff's Office.

III. Term of MOU

This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for not longer than on (1) month beyond the current term of office of the Elected Hunt County Sheriff, Terry Jones. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

IV. Responsibilities of the SPCA of Texas

- A. The SPCA of Texas shall cover all incurred costs for the special investigator, including but not limited to salaries, benefits, worker's compensation insurance, training, continuing education, vehicles, vehicle maintenance and equipment of the above described special investigator.
- B. Any equipment provided by the Hunt County Sheriff's Office to the SPCA of Texas for the use by the special investigator shall remain the property of the Hunt County Sheriff's Office and will be returned to the Hunt County Sheriff's Office upon termination of this MOU, or upon request of the Hunt County Sheriff's Office.
- C. The SPCA of Texas shall be solely responsible for the payment of any money to the special investigator and shall not be entitled to reimbursement of any kind from the Hunt County Sheriff's Office. This paragraph shall not apply to any restitution received from the prosecution of animal cruelty cases by the Hunt County Sheriff's Office on behalf of the SPCA of Texas and/or Hunt County Sheriff's Office for those cases in which the SPCA of Texas was actively involved either in the investigation, prosecution, or housing of the animals included in any animal cruelty investigation.

- D. The SPCA of Texas, in their sole discretion, shall have the ability to determine the amount of salary and other benefits, if any, paid to the special investigator.
- E. The special investigator assigned to the Hunt County Sheriff's Office will be responsible for:
 - 1. Investigations of alleged animal cruelty reported to the SPCA of Texas or Hunt County Sheriff's Office within Hunt County; and
 - 2. Assisting all Hunt County Sheriff's Office with investigations relating to animal crimes.
- F. The SPCA of Texas will incur all costs incurred by the SPCA of Texas for the purposes of investigation, housing and care for those animal cruelty cases situated in Hunt County for which the SPCA of Texas special investigator was the lead investigative officer.
- G. The SPCA of Texas will be responsible for providing the Hunt County Sheriff's Office with all requested case-related documents, including but not limited to case files, warrant returns, and any other case-related documents with the exclusion of those documents subject to privileges and exemptions pursuant to all applicable state and federal rules of procedure.

V. Responsibilities of the Hunt County Sheriff's Office

- A. The Hunt County Sheriff's Office will submit to TCOLE appropriate documentation and maintain special investigator's status as "other" under the TCOLE guidelines with the Hunt County Sheriff's Office.
- B. Provide each officer with a Badge and Identification Card in accordance to the TCOLE / Hunt County Sheriff's Office policies.
- C. Allow time spent working for the SPCA of Texas while in cooperation with the Hunt County Sheriff's Office to be logged as time on duty for special investigator status.
- D. Maintain log of completed TCOLE training and required TCOLE training.
- E. On cases filed with the Hunt County Sheriff's Office, if any, pursuant to this MOU by the special investigator, the Hunt County Sheriff's Office will seek financial restitution for expenditures of the SPCA of Texas when appropriate according to the law then existing. However, the Hunt County Sheriff's Office cannot guarantee that financial restitution in any amount will be granted by the Court nor eventually paid by a particular defendant.

VI. General Provisions

- A. Amendments: Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written documentation and effective when all involved parties with this MOU have signed the document or otherwise specified.
- B. Applicable Law: The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Texas, the courts of competent jurisdiction in Hunt County, Texas shall have jurisdiction over any action arising out of this MOU.

- C. Authority Granted and Chain of Command: Peace Officers of the Hunt County Sheriff's Office assigned and performing duties pursuant to this MOU are subject to the direction and control of the elected Hunt County Sheriff and shall have full peace officer authority within the territorial jurisdiction of Hunt County, Texas. Nothing in this MOU shall be interpreted to authorize any assigned peace officer to exercise any power that the Hunt County Sheriff's Office is not authorized to exercise.
- D. Entirety of Agreement: This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements both written and oral.
- E. Liability: Pursuant to Texas Law and peace officer acting under this MOU shall be deemed to be acting within the scope of his or her duties for law enforcement purposes.
- F. Severability: Should any portion of this MOU be judicially illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- G. Sovereign Immunity: Hunt County and the Hunt County Sheriff's Office expressly does not waive any applicable local, state, and federal rules and laws, including Sovereign Immunity, Chapter 72 of the Texas Civil Practice and Remedies Code, and Article XI, Section 7 of the Texas Constitution.
- H. INDEMNIFICATION: SPCA OF TEXAS EXPRESSLY AGREES IN ACCORDANCE WITH THE TERMS OF THIS MOU TO HOLD HUNT COUNTY SHERIFF'S OFFICE FREE AND HARMLESS FROM ANY AND ALL CLAIMS, LIABILITIES, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARISING FROM OF WITH RESPECT TO ANY ACTS OF THE SPECIAL INVESTIGATOR WHICH IS THE SUBJECT OF THIS MOU WHICH GIVE RISE TO THE CLAIMS THAT SUCH ACTS WERE COMMITTED BY OR ON BEHALF OF HUNT COUNTY SHERIFF'S OFFICE INCLUDING, BUT NOT LIMITED TO, HUNT COUNTY SHERIFF'S OFFICE OWN NEGLIGENCE.

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VII. Signatures

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates below, and certify they have read, understood, and agreed to the terms and conditions of this MOU.

The effective date of this MOU is the date of the signature last affixed to this page.

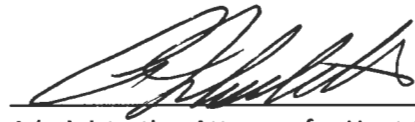
SPCA of Texas



February 19, 2025

Chris Luna
President & CEO
SPCA of Texas

Hunt County Sheriff's Office, Hunt County, State of Texas



Administrating Attorney for Hunt County

2/25/25
Date