



**Memorandum of Understanding  
Between the SPCA of Texas and  
The Hopkins County Sheriff's Office**

1. **Parties:** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the SPCA of Texas, (hereinafter referred to as "SPCA") whose address is 2400 Lone Star Drive, Dallas, Texas 75212 and the Hopkins County Sheriff's Office, whose address is Rosemont, Sulphur Springs, Texas 75482.

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

3. **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 Hopkins County Sheriff, Lewis Tatum. 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.

4. **Payment:** No monetary payment shall be made to either party by the other party as a result of this MOU. The parties specifically acknowledge and agree this MOU is not contractual in nature and no claim for monetary damages shall be sought by either party pursuant to this MOU.

**5. Responsibilities of the SPCA of Texas:**

- A. The SPCA 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 Hopkins County Sheriff's Office to the SPCA for use by the special investigator shall remain the property of the Hopkins County Sheriff's Office and will be returned to the Hopkins County Sheriff's Office upon termination of this MOU, or upon the request of the Hopkins County Sheriff's Office.

C. Cruelty Investigation.

The SPCA 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 Hopkins County Sheriff's Office. This paragraph shall not apply to any restitution received from the prosecution of animal cruelty cases by the Hopkins County Sheriff's Office on behalf of the SPCA and/or Hopkins County for those cases in which the SPCA was actively involved either in the investigation, prosecution, or housing of the animals included in any animal

D. The SPCA, 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 Hopkins County Sheriff's Office will be responsible for:

1. Investigations of alleged animal cruelty reported to the SPCA or Hopkins County Sheriff's Office within Hopkins County; and
2. Assisting all Hopkins County Law Enforcement agencies with investigations relating to animal crimes.

F. The SPCA will incur all costs incurred by the SPCA for the purposes of investigation, housing and care for those animal cruelty cases situated in Hopkins County for which the SPCA special investigator was the lead investigative officer.

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G. The SPCA will be responsible for providing the Hopkins County District Attorney's 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.

6. **Responsibilities of the Hopkins County Sheriff's Office:**

A. The Hopkins County Sheriff's Office will submit to TCOLE appropriate documentation and maintain special investigator's status as "other" under the TCOLE guidelines with the Hopkins County Sheriff's Office.

B. Provide each Investigator with a Badge and Identification card in accordance to the TCOLE /Hopkins County Sheriff's Office.



- C. Allow time spent working for the SPCA of Texas while in cooperation with the Hopkins County Sheriff's Office to be logged as on duty time for special investigator status.
- D. Maintain log of completed TCOLE training and required TCOLE training.
- E. On cases filed with the Hopkins County Criminal District Attorney's Office, if any, pursuant to this MOU by the special investigator, the Hopkins County Criminal District Attorney's Office will seek reasonable financial restitution for expenditures of the SPCA when appropriate according to the law then existing. However, the Hopkins County Criminal District Attorney's Office cannot guarantee that financial restitution in any amount will be granted by the Court nor eventually paid by a particular defendant.

7. **General Provisions:**

- A. **Amendments:** Either party may request changes to this MOU. Any changes, modifications, revision, 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 the MOU shall be governed by the laws of the State of Texas the courts of competent jurisdiction in Hopkins County, Texas shall have jurisdiction over any action arising out of this MOU.
- C. **Authority Granted and Chain of Command:** Peace Officers of the Hopkins County Sheriff's Office assigned and performing duties pursuant to this MOU are subject to the direction and control of the Elected Hopkins County Sheriff and shall have full peace officer authority within the territorial jurisdiction of Hopkins County, Texas. Nothing in this MOU shall be interpreted to authorized any assigned peace officer to exercise any power that the Hopkins 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 any peace officer acting under this MOU shall be deemed to be acting within the scope of his 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:** Hopkins County and the Hopkins 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 EXPRESSLY AGREES IN ACCORDANCE WITH THE TERMS OF THIS MOU TO HOLD HOPKINS COUNTY SHERIFF'S OFFICE FREE AND HARMLESS FROM ANY AND ALL CLAIMS, LIABILITIES, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARISING FROM OR WITH RESPECT TO ANY ACTS OF THE SPECIAL INVESTIGATOR WHICH IS THE SUBJECT OF THIS MOU WHICH GIVE RISE TO CLAIMS THAT SUCH ACTS WERE COMMITTED BY OR ON BEHALF OF HOPKINS COUNTY SHERIFF'S OFFICE INCLUDING, BUT NOT LIMITED TO, HOPKINS COUNTY SHERIFF'S OFFICE OWN NEGLIGENCE.**

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**8. 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**

*James Bias*

6/22/2017

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James Bias- President and CEO

**Sheriff, Hopkins County, State of Texas**

*Lewis Tatum*

*6-22-2017*

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Name

Date

Sheriff

For the Hopkins County

Sheriff's Office