

**Memorandum of Understanding  
Between the Humane Society of North Texas  
And the Wise County Sheriff's Office**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Humane Society of North Texas, (hereinafter referred to as "HSNT") whose address is 1840 E. Lancaster Avenue, Fort Worth, TX 76103, and the Wise County Sheriff's Office, whose address is 200 Rook Ramsey Dr. Decatur, TX 76234.
2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the Wise County Sheriff's Office, in conjunction with HSNT, shall establish a multidisciplinary team to investigate cases involving animal cruelty and neglect within the geographical limits of Wise County.
3. Offenses created by the Wise County Sheriff's Office will be investigated by Deputy Sheriff's, and if probable cause exists, will be filed with the Wise County District and/or County Attorney's Office for prosecution. The seizure of any animals during an animal cruelty investigation will be in accordance with Texas Health and Safety Code Sec. 821.022, Seizure of Cruelly Treated Animals.
4. **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. This MOU may be terminated, without cause, by either party upon (30) days written notice.
5. **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.
6. **Responsibilities of HSNT**
  - A. HSNT shall provide a special investigator to assist with animal cruelty cases in Wise County. HSNT shall cover all incurred costs for the special investigator, including but not limited to: salary, benefits, worker's compensation insurance, training, continuing education, vehicles, vehicle maintenance and equipment of the above-described special investigator. HSNT, in its sole discretion, shall have the ability to determine the amount of salary and other benefits, if any, paid to the special investigator.

- B. Any equipment provided by the Wise County Sheriff's Office to HSNT for use by the special investigator shall remain the property of the Wise County Sheriff's Office and will be returned upon termination of this MOU, or upon the request of the Wise County Sheriff's Office.
- C. The special investigator assigned to work with the Wise County Sheriff's Office will be responsible for:
  - a. Investigations of alleged animal cruelty reported to HSNT or the Wise County Sheriff's Office within Wise County,
  - b. Assisting with the investigation, removal, housing, and care of animals, or livestock within the scope and limits of HSNT's available resources,
  - c. Conducting educational presentations to civic or citizen groups in Wise County, if requested, and
  - d. Providing data on animal cruelty cases investigated by HSNT within Wise County to the Wise County Sheriff's Office.
- D. HSNT will make available to the Wise County Sheriff's Office and the Wise County District and/or County Attorney's Office all requested case-related documents, including but not limited to case files, warrant returns and 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.
- E. HSNT will incur all costs for the purposes of investigation, housing and care for animals seized during animal cruelty cases for which HSNT's special investigator is involved. HSNT shall be entitled to restitution, if awarded and paid, from the prosecution of animal cruelty cases in Wise County in which HSNT was actively involved in the investigation, prosecution, or housing of animals included in any animal cruelty investigation.

#### **7. Responsibilities of Wise County Sheriff's Office**

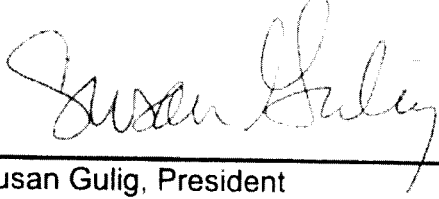
- A. The Wise County Sheriff's Office will identify one or more persons to coordinate animal cruelty investigations with HSNT.
- B. On cases filed with the Wise County Sheriff's Office, if any, pursuant to this MOU by the HSNT special investigator, the Wise County Sheriff's Office will seek reasonable financial restitution for the expenditures of HSNT, when appropriate, according to the law then existing. However, the Wise County Sheriff's Office cannot guarantee that financial restitution, in any amount, will be granted by the court or eventually paid by a particular defendant.
- C. This agreement is to support Wise County Sheriff's Office investigative and enforcement efforts, and nothing in this agreement shall supersede Wise County Animal Shelter policies and protocol, which is separate from the Wise County Sheriff's Office animal control investigative services.

#### **7. 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 to 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 Wise County, Texas shall have jurisdiction over any action arising out of this MOU.
- C. **Authority Granted and Chain of Command.** Peace Officers of the Wise County Sheriff's Office assigned and performing duties pursuant to this MOU are subject to the direction and control of the Elected Wise County Sheriff and shall have full Peace Officer authority within the territorial jurisdiction of Wise County, Texas. Nothing in this MOU shall be interpreted to authorize any assigned Peace Officer to exercise any power that the Wise County Sheriff's Office is not authorized to exercise.
- D. **Entirety of Agreement.** This MOU shall represent 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 lawfully acting under the MOU shall be deemed to be acting within the scope of his/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.** The Wise County Sheriff's Office expressly does not waive any applicable local, state and federal rules and laws, including Sovereign Immunity, Title 5 of the Texas Civil Practice and Remedies Code, and Article XI, Section 7 of the Texas Constitution.
- H. **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 the MOU is the date of the signature last affixed to this page.

**Humane Society of North Texas**



Susan Gulig, President

12/23/21

Date

**Wise County, State of Texas, on behalf of the Sheriff's Office**



J.D. Clark Wise County Judge

2-8-22

Date

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2021-832117

Date Filed:  
12/13/2021

Date Acknowledged:  
2-8-22

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Humane Society of North Texas  
Fort Worth, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Wise County Sheriff's Office

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

MOU  
Animal cruelty investigations & rescue response

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Gulig, Susan (PRESIDENT OF NONPROFIT)	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is SUSAN GULIG and my date of birth is 7/30/1959

My address is 1428 HAVERFORD LN, LANDAM TX 76226, USA  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in TARRANT County, State of TEXAS on the 20<sup>th</sup> day of December 21  
(month) (year)

Susan Gulig  
Signature of authorized agent of contracting business entity (Declarant)