**MEMORANDUM OF UNDERSTANDING**

 This Memorandum of Understanding (the “Agreement”) is entered as of \_\_\_\_\_\_\_\_\_,

2016 (the “Effective Date”), by and between the **Law Enforcement Agency** and **Animal Control Organization (ACO)/Humane Society (HS)/Society for the Prevention of Cruelty to Animals (ASPCA)**.

As used throughout, the term: the “Parties” means **LEA** and **ACO/HS/SPCA**.

“Animal Cruelty” means “[i]ntentionally, knowingly, or recklessly taking an action that mistreats or kills any animal without just cause, such as torturing, tormenting, mutilation, maiming, poisoning, or abandonment. Included are instances of duty to provide care, e.g., shelter, food, water, care if sick or injured; transporting or confining an animal in a manner likely to cause injury or death; causing an animal to fight with another; inflicting excessive or repeated unnecessary pain or suffering, e.g., uses objects to beat or torture an animal. This definition does not include proper or general maintenance of animals for show or sport; use of animals for food, lawful hunting, fishing, or trapping.” *[NOTE: Source is FBI’s UCR definition of animal cruelty, see,*

[*https://www.fbi.gov/about-us/cjis/ucr/ucr-program-quarterly/ucr-quarterly-january-2015*](https://www.fbi.gov/about-us/cjis/ucr/ucr-program-quarterly/ucr-quarterly-january-2015)]

**RECITALS**

WHEREAS, the Federal Bureau of Investigation’s Uniform Crime Reporting (UCR)

Program is a nationwide, cooperative statistical effort of nearly 18,000 city, university and college, county, state, tribal, and federal law enforcement agencies (“Reporting Agencies”) voluntarily reporting data on crimes brought to their attention;

WHEREAS, since 1930, the FBI has administered the UCR Program and continued to

assess and monitor the nature and type of crime in the Nation with the program’s primary objective being to generate reliable information for use in law enforcement administration, operation, and management with the FBI’s UCR data playing a key role in the work of criminologists, sociologists, legislators, municipal planners, the media, and other students of criminal justice who use the data for varied research and planning purposes;

WHEREAS, the FBI updated its UCR NIBRS Program policies, effective January 1,

2016, to specifically include Animal Cruelty as a criminal offense category that Reporting Agencies should include when tendering crime statistics to the FBI;

WHEREAS, the **ACO/HS/SPCA** has the legal authority to investigate incidents of

Animal Cruelty but lacks an Originating Agency Identifier (ORI) number and therefore does not have the ability to report its data on incidents of Animal Cruelty to the FBI’s UCR NIBRS Program and the **LEA** has an ORI number and does report crime data using the FBI’s UCR NIBRS Program;

NOW, THEREFORE, the Parties agree as follows:

**THE AGREEMENT**

1. PURPOSE OF AGREEMENT: The purpose of this Agreement is to ensure that Animal Cruelty incident data from **ACO/HS/SPCA** investigations is reported to the FBI’s UCR NIBRS Program.
2. TERM OF AGREEMENT: This Agreement begins on the Effective Date noted above and shall remain in full force until terminated in writing by either party.

3. RECORDS AND REPORTING:

a. **ACO/HS/SPCA** shall tender Animal Cruelty incident data on a monthly basis by [*specify manner of data submission/transmission, e.g., if hardcopy or* *electronically and spell out the details of data submission here].*

b. **LEA** agrees to (i) accept all Animal Cruelty data submissions from **ACO/HS/SPCA** that substantially comply with the reporting requirements and terms specified insubparagraph (a) above; (ii) enter all Animal Cruelty data submissions from **ACO/HS/SPCA** into LEA’s records management system; and (iii) subsequentlyreport—at a frequency of no less than once a year—all Animal Cruelty datareceived from **ACO/HS/SPCA** to the FBI’s UCR NIBRS Program.

c. Both parties agree, whenever possible to coordinate and combine all animal cruelty incident reports with any associated non-animal related incident report(s) from the same date and location, to allow for a better analysis of the incidents when viewed as a whole.

4. COSTS: Each party shall be responsible for their own costs associated with establishing, maintaining, or terminating this Agreement.

5. GOVERNING LAW: This Agreement shall be governed and construed by the laws of the State of \_\_\_\_\_\_\_\_\_\_\_.

6. GENERAL: This Memorandum of Understanding (MOU) does not create additional jurisdiction or limit or modify existing jurisdiction vested in the parties. This MOU is intended to document an agreement between the **LEA** and **ACO/HS/SPCA**. Nothing contained herein creates or extends any right, privilege, or benefit to any person or entity.

7. INDEMNIFICATIONS: Notwithstanding any other provision of state law, each party shall defend, indemnify, and hold harmless the other party and its officers, agents, employees and representatives from any and all losses, liability, damages, claims, suits, actions and administrative proceedings, and demands and all expenditures and cost relating to acts or omissions of the indemnitor, its officers, agents or employees arising out of or incidental to the performance of any of the provisions of this Agreement. The Parties do not assume liability for the acts or omissions of persons other than their respective officers, its employees, agents and officers.

8. REPRESENTATIONS AND WARRANTIES: Each Party hereby represents and warrants to the other Party that:

a. Authority. It has the right and power to enter into this Agreement.

b. No Violation. By entering into this Agreement, it does not violate the terms and conditions of any legal obligations or any other agreements to which it is a party or by which is bound.

c. Nonprofit Status. It is duly organized and existing under the laws of its state of incorporation and is described in Section 501(c)(3) of the Code and qualified as a public charity.

d. Disclaimer of Warranty. EXCEPT AS OUTLINED ABOVE, NEITHER PARTY MAKES ANY WARRANTY TO THE OTHER PARTY, NEITHER EXPRESS, IMPLIED OR STATUTORY, NOR SHALL ANY WARRANTY ARISE BY COURSE OF CONDUCT OR BY PERFORMANCE, CUSTOM OR USAGE.

e. Limitation of Liability. Neither Party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such Party alleged to be liable has knowledge of the possibility of such damages.

9. MISCELLANEOUS:

a. Amendments. No alteration, modification or addition to this Agreement, nor any waiver of any of the terms hereof or notice, shall be valid unless made in writing and signed by the duly authorized representatives of both Parties.

b. Non-Assignment. Neither party may assign, transfer or delegate this Agreement or any of its rights or obligations under this Agreement, without the other Party’s written consent.

c. Dispute Resolution. IN THE EVENT OF A DISPUTE BETWEEN THE

PARTIES ARISING UNDER OR IN CONNECTION WITH THIS

AGREEMENT, THE PARTIES SHALL ATTEMPT TO RESOLVE THEIR

DIFFERENCES THROUGH GOOD-FAITH NEGOTIATIONS IN A TIMELY

MANNER. ANY CONTROVERSY OR CLAIM ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THE MAKING, PERFORMANCE OR INTERPRETATION THEREOF, THAT CANNOT BE RESOLVED BY THE PARTIES SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (“AAA”), IN \_\_\_\_\_\_\_\_\_\_\_\_, UNDER THE AAA COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE PARTIES HEREBY EXPRESSLY WAIVE THE RIGHT TO A JURY TRIAL ON ALL MATTERS SUBJECT TO ARBITRATION.

1. The Arbitrator shall have authority to award any form of remedy, at law or in equity, which would be available in a court.
2. ii. The fees and expenses of the Arbitrator shall be equally divided between the Parties. Unless the Arbitrator’s award directs otherwise, the Parties shall pay their own attorney’s fees and expenses associated with the arbitration.

10. Entire Agreement. This Agreement represents the entire and sole agreement between the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings, representations or consulting agreements whether written or oral.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the Effective Date.

**LEA**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ACO/HS/SPCA**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_