



Memorandum of Understanding  
Code 3 Associates Inc. and  
Fort Bend County

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## **I. Purpose**

The purpose of this Memorandum of Understanding (MOU) is to establish a working relationship between Code 3 Associates Inc. (Code3) and the (Fort Bend County) in preparing for and responding to disasters at all levels.

This Agreement provides the broad framework for cooperation and communication between Code 3 and FORT BEND COUNTY in providing assistance and service to animal victims of disaster; as well as for other services for which cooperation may be mutually beneficial.

## **II. Concept of Operations**

Both Code 3 and FORT BEND COUNTY are separate and independent organizations. As such, each Party retains its own identity in providing services, and each Party is responsible for establishing its own policies and financing its own activities.

## **III. Definitions**

**1. Disaster:** A disaster shall be defined as any natural or manmade situation that causes animal suffering or creates animal needs that cannot be met by a community without outside qualified professional assistance.

**2. Authorized Representative:** The chief executive or his or her designee. The list of titles of authorized representatives for each Party shall be attached hereto as "Exhibit A," and shall be updated as needed by each Party by means of a written notification.

## **IV. Code 3 operates under established ICS-NIMS incident command structures and provides the following services:**

- Area evaluation, search and evacuation of animals
- Rescue of abandoned or stranded animals by authorized and qualified personnel
- Assist and advise with setup of temporary animal relief shelters
- Assistance with decontamination of animals exposed to hazardous materials or conditions
- Advise on implementation of record keeping and identification system
- Assistance in transportation of animals
- Provide assistance and resources to support veterinary care for sick and injured animals
- Offer guidance and support regarding coordination of animal food and supplies
- Compassionate removal and documentation of animals who don't survive the disaster
- Lost animal documentation
- Assist with efforts in reuniting animals with caregivers
- Assist with dispersal of unclaimed or surrendered animals for adoption by providing additional contacts or transport
- Provide additional personnel and resources to enhance efforts of requesting partner

## **V. Other Services Available**

Code 3 also participates in an ongoing process of pro-active education and mutual awareness of the needs of animals and their guardians in disasters. Code 3 shall notify partnering organizations of any training classes, seminars, or other educational activities conducted by Code 3.

## **VI. Methods of Cooperation**

In order that the resources of Code 3 and FORT BEND COUNTY may be coordinated and best utilized when providing disaster relief services under this agreement, both organizations agree to the following principles:

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- Close liaison shall be maintained between Code 3 and FORT BEND COUNTY through the use of meetings, telephone conferences, email and other means. This communication will include requests for assistance, situation reports and other disaster-related communications. Each Party will share current data regarding disaster, disaster declarations and changes in personnel, command structure policies and legislation. The interaction and liaison shall be encouraged at all levels of both Parties' organizations through established command structure.
- Code 3 and FORT BEND COUNTY will distribute this Agreement internally and shall urge full cooperation.
- Code 3 and FORT BEND COUNTY will keep each other updated as to the Authorized Representative to contact for emergency assistance
- The use of the name and emblem of either organization (Code3 or FORT BEND COUNTY ) shall only be allowed with expressed and mutual consent

### **VII. Disaster Response Coordination**

**1. Requesting Assistance:** FORT BEND COUNTY (or agent designated by FORT BEND COUNTY) will directly contact the Authorized Representative of Code 3 and shall provide him or her with the following information:

- A general assessment of the damage sustained or potential damage;
- Identification of the emergency service function or functions for which assistance is requested (e.g. emergency medical, search and rescue, transportation, communications, planning and information assistance, resource support, temporary animal sheltering and other services, etc.).
- The amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time that each will be needed;
- Locations of sites, structures or buildings to serve as relief centers or staging area for incoming personnel, goods, equipment, and services;
- Contact name and number of a person for the responding team to meet.
- The means for authorizing team to enter the disaster area ( mission tasking # )
- Official request for assistance from the jurisdiction or local animal authority.
- The names of any other organizations which have also been asked to assist.

This information may be provided on the form attached to this Agreement as "Exhibit B," or by any other available means. Said request shall include information detailing the nature of the original request from local authorities authorizing the response. It is understood between the parties that any response will be based on the National Incident Management System model and fall under the umbrella of the established Emergency Operations Center for each incident.

The request for assistance from Code 3 must be made in writing by fax, email or other agreed upon method. This request must be from the animal authority in charge of the disaster response. All requests for assistance will be handled on a priority basis and both organizations have the ability to refuse assistance when resources are limited.

This MOU is non-exclusive; Code 3 has formed and reserves the right to form similar agreements with other parties and jurisdictions, the Requesting Party may also form similar agreements with other organizations. If more than one party is assisting, Code3 strongly encourages the Requesting Party seek an agreement with both parties that requires all parties share information in a way similar to what is outlined under the above "Methods of Cooperation," section VI. With the permission of the requesting party Code 3 may bring in additional preexisting partner organizations to support relief efforts.

**2. Written Acknowledgment:** Code 3 shall respond to a request for assistance by the quickest practical means. Requests will be considered based upon the resources available at the time the requests are received.

The form provided as "Exhibit C" need not itself be used, but rather is provided as an example of the format to be used to insure the accurate transmission of the necessary information.

**3. Costs of Assistance:** Code 3 will provide expenditures and receipts associated to the response for reimbursement to the requesting agency if pre-agreed upon in writing prior to the event outlined in "Exhibit C". Code 3 shall not be liable for any portion of any expenses incurred by FORT BEND COUNTY unless it has been expressly agreed upon in writing, prior to the incurrence of the expense. FORT BEND COUNTY shall not be liable for any portion of any expenses incurred by Code3 unless it has been expressly agreed upon in writing, prior to the incurrence of the expense.

**4. Period of Assistance:** The period of time beginning with the departure of any personnel and/or equipment of the Assisting Party from any point for the purpose of traveling to the Requesting Party in order to provide assistance and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first.

**5. Supervision and Control:** While Code 3 is in the community to assist the local Authorities, the personnel, equipment and resources of Code3 resources shall remain under the operational control of the Code 3 Leadership responding to the disaster. Code 3 and FORT BEND COUNTY shall each be separately responsible for the operation and maintenance of their own equipment and any other resources they provide. Code 3 shall maintain daily personnel time records, material records, a log of equipment hours, and daily activity reports to be provided to FORT BEND COUNTY upon request. Code 3 reserves the right under this agreement to withdraw their resources at any time for any reason, subject to reasonable notice to the other party. At least twenty-four hour advance notification of intent to withdraw personnel or resources shall be provided to the other party unless such notice is not practicable; in which case, such notice as is reasonable shall be provided.

**6. Food; Housing; Self-Sufficiency:** Code 3 personnel and equipment shall be self-sufficient for operations in areas stricken by disasters or emergencies.

**7. Publicity:** During a joint-effort (training, education or response), all reasonable efforts to promote the identity of both Parties shall be clearly communicated through all available means. Code 3 and FORT BEND COUNTY shall make every effort to keep the public informed of their cooperative efforts. Whenever reasonably possible, onsite signage, press releases, interviews and other communications efforts shall indicate the involvement of both Code 3 and FORT BEND COUNTY. When reasonably possible, advance notice and review of releases/reports shall be provided by each Party to the other. Assisting and requesting parties agree to share photography, videography and other materials that can be used for publicity purposes, with the understanding that all parties retain the rights to their materials and shall be credited as the source. Any materials produced jointly shall be mutually agreed upon in writing.

**8. Fundraising:** Both Parties recognize the dependence of Code 3 on voluntary public financial support to carry out disaster relief efforts. Code 3 shall be free to make special appeals to the public and to their respective members for funding. Code 3 will not solicit on site or solicit any local funding which interferes with local support or the needs of local animal agencies.

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**9. Insurance:** Code 3 shall carry their own insurance covering their individual organizations and field operations and provide proof acceptable upon request.

**VI. Liability:**

1. No party to this agreement shall hold the other liable for any loss or expense, to include third party complaints or litigation, resulting from the actions or inaction of the other, so long as they are within the bounds of normal operating protocols and procedures.

A) Code 3 shall defend, hold harmless and indemnify FORT BEND COUNTY and its officers, agents, employees, volunteers and each of them in all capacities from and against all claims, causes of action, lawsuits, costs, damages, fines, judgments, penalties, losses, liabilities or expenses arising from any services or activities undertaken by FORT BEND COUNTY pursuant to this Memorandum of Understanding.

B) FORT BEND COUNTY shall defend and hold harmless Code3 and its officers, agents, employees, volunteers and each of them in all capacities from and against all claims, causes of action, lawsuits, costs, damages, fines, judgments, penalties, losses, liabilities or expenses arising from any services or activities undertaken by Code 3 pursuant to this Memorandum of Understanding.

2. Nothing in this agreement shall be so construed as to create a relationship of employer and employee, or principal and agent, partnership or joint venture as between Code 3 and FORT BEND COUNTY. Nothing in this agreement shall be so construed as to provide either party with the authority to bind the other to any agreement, undertaking, cost, liability or expense of any nature without the express written consent of the other.

**VII. Periodic Review**

Code 3 and FORT BEND COUNTY shall, on or about January 1<sup>st</sup> every year, jointly evaluate this Agreement.

**VIII. Term**

This Agreement shall remain in effect for three years, but may be terminated by written notification from either Party at any time. Signature of current authorized representative must appear with this agreement to ensure validity of agreement.

Approved On:

*MAR 15, 2018*  


Bobby Smith  
Disaster Response Coordinator

Code 3 Associates, Inc  
1456 Skyway Drive  
Longmont, Colorado 80504  
303-772-7724 Office

Judge Robert Hebert  
Fort Bend County Judge

Fort Bend County  
301 Jackson Street  
Richmond, TX 77469

**EXHIBIT - A - Code 3 Associates, Inc**

**Authorized Representatives to Contact for Emergency Assistance**

**Primary Representative**

Name: Bobby Smith  
Title: Disaster Response Coordinator  
Address: 1556 Skyway Dr. Longmont, CO 80504  
Day Phone: 303-772-7724 24 hour Phone: 775-345-5624  
Email bsmith@code3associates.org Fax: 303-485-6210

**First Alternate Representative**

Name: Jim Boller  
Title: Logistics/Operations Manager  
Address: 1530 Skyway Dr. Longmont, CO 80504  
Day Phone: 303-772-7724 24 hour Phone: 281-541-3649  
Email: code3jim@aol.com Fax: 303-485-6210

**EXHIBIT- A- Fort Bend County**

**Organization name:** Fort Bend County  
Mailing Address: 301 Jackson St.  
City, State, Zip Code: Richmond, TX 77469

**Authorized Representatives to Contact for Emergency Assistance**

**Primary Representative**

Name: Charity Dominguez  
Title: Regional Planning Coordinator  
Address: 307 Fort Street, Richmond, TX 77469  
Day Phone: (281) 238-3413 24 hour phone: (281) 341-4665 or (281) 202-9573  
Email: charity.dominguez@fortbendcountytexas.gov Fax: (281) 342-4798

**First Alternate Representative**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Day Phone: \_\_\_\_\_ 24 hour phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Fax: \_\_\_\_\_

**Second Alternate Representative**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Day Phone: \_\_\_\_\_ 24 hour phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Fax: \_\_\_\_\_

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**EXHIBIT - B**

**REQUIRED INFORMATION**

Each request for assistance shall be accomplished by the following information, to the extent known:

1. General description of the damage sustained or potential damage:
2. Identification of the emergency service function or functions for which Code3 assistance is needed (e.g. emergency medical, search and rescue, transportation, communications, planning and information assistance, resource support, and other services, etc.),
3. Identification of the type of assistance needed:
4. Amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time that each will be needed:
5. Need for sites, structures or buildings to serve as relief centers or staging areas for incoming personnel, goods, equipment, and services:
6. Suitable location for easy ingress and egress that meets BART size specifications
7. Estimated time and a specific place for a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party:
8. List the names of other organizations which you have also asked to help or with which you have an existing MAA or MOU:
9. Section IV in the above agreement lists services provided by Code3 Please list what services you, or another organization, are willing to provide:
10. Authorized documentation and means for team to enter disaster area.

**EXHIBIT - C**

**ACKNOWLEDGMENT**

To be completed by each Assisting Party.

NAME OF THE ASSISTING PARTY: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

CONTACT NUMBER/PROCEDURES: \_\_\_\_\_

1. Assistance to be provided:  
Resource Type Amount  
Est. Arrival Date/Time
2. Availability of Additional Resources:
3. Time Limitations on Resources Provided, if any:
4. Access to local resources when possible; (i.e. Power, water, fuel, security)
5. Additional instructions per incident