ADDENDUM TO MEMORANDUM OF UNDERSTANDING BETWEEN FORT BEND COUNTY AND CODE 3 ASSOCIATES, INC.

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and CODE 3 Associates, Inc. (hereinafter referred to as "CODE 3"), a federally registered non-profit charitable organization, authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHERAS, it is necessary that all of the resources and facilities of cooperating agencies be made available to prevent and combat the effect of disasters, man-made or natural. Therefore, County desires to coordinate a program of disaster relief to ensure preservation of animal life and to protect public health and welfare by providing emergency animal care; and

WHEREAS, CODE 3 is a federally registered non-profit charitable organization that operates under established ICS-NIMS command structures and provides professional technical animal rescue and recovery training to law enforcement officers responding to man-made or natural disasters; and

WHEREAS, the parties deem it to be in the best interest of both entities to enter into the CODE 3 Memorandum of Understanding Understanding, subject to the changes herein, (hereinafter referred to as the "Agreement"), attached hereto as "Exhibit A" and incorporated by reference, to provide the broad framework for cooperation and communication between County and CODE 3 in providing assistance and service to animal victims of disaster, as well as for other services for which cooperation may be mutually beneficial and is in the public interest.

NOW THEREFORE, the following changes are incorporated as if a part of the Agreement:

- 1. **Term.** This Agreement shall take effect upon signature of both parties. The Agreement shall remain in effect for three years, unless terminated sooner by providing 30 days written notification to the other party. This Agreement shall not automatically renew, but may be renewed upon written agreement of the parties.
- 2. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless CODE 3 for any reason are hereby deleted.
- 3. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

4. Certain State Law Requirements.

- a. As required by Chapter 2270, Government Code, Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement.
- b. By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
- 5. **Human Trafficking**. BY ACCEPTANCE OF CONTRACT, CODE 3 ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
- 6. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls.
- 7. **Electronic and Digital Signatures.** The parties to this Agreement agree that the electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY	CODE 3 ASSOCIATES, INC.
	Eu Though
KP George, County Judge	Authorized Agent – Signature
	Ene Thumpsur Authorized Agent- Printed Name
Date	
ATTEST:	Executive Director
Laura Richard, County Clerk	$\frac{4/27/2021}{Date}$
Au	DITOR'S CERTIFICATE
I hereby certify that funds in the amou County within the foregoing Agreemen	nt of \$ <u>0.00</u> are available to pay the obligation of Fort Bend nt.
	Robert Ed Sturdivant, County Auditor

Exhibit A: CODE 3 Memorandum of Understanding

EXHIBIT A

MEMORANDUM OF UNDERSTANDING



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

Memorandum of Understanding for Code 3 Associates and Fort Bend County

I. Purpose:

The purpose of this Memorandum of Understanding (MOU) is to establish a working relationship between Code 3 Associates Inc. (Code 3) 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:

- A. Disaster: A disaster shall be defined as any natural or manmade situation that causes the animal suffering or creates animal needs that cannot be met by a community without outside qualified professional assistance
- B. 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 utilizing 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 the implementation of record keeping and identification system
- Assistance in the 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 the 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:

- The 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 the 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 an 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 (Code 3 or FORT BEND COUNTY) shall only be allowed with expressed and mutual consent

VII. Disaster Response Coordination:

- A. **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 #)
 - The 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 another 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, Codes strongly encourages the Requesting Party to seek an agreement with both parties that requires all parties to 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.

- B. 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.
- C. Costs of Assistance: Code 3 will provide expenditures and receipts associated with the response for reimbursement to the requesting agency if pre-agreed upon in writing before 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, before the incurrence of the expense. FORT BEND COUNTY shall not be liable for any portion of any expenses incurred by codes unless it has been expressly agreed upon in writing, before the incurrence of the expense.
- D. **Period of Assistance**: The period of time beginning with the departure of any person 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.

- E. Supervision and Control: While Code 3 is in the community to assist the local Authorities, the personnel, equipment, and resources of Codes 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.
- F. **Food; Housing; Self-Sufficiency**: Code 3 personnel and equipment shall be self-sufficient for operations in areas stricken by disasters or emergencies.
- G. 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.
- H. **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 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
- I. **Insurance:** Code 3 shall carry their own insurance covering their individual organizations and field operations and provide proof acceptable upon request.

VIII. Liability:

A. No party to this agreement shall hold the other liable for any loss or expense, including 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.

- 1. 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.
- 2. FORT BEND COUNTY shall defend and hold harmless codes 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.

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.

IX. Periodic Review:

Code 3 and FORT BEND COUNTY shall, on or about January 1st every Three years, jointly evaluate this Agreement.

X. Term:

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

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Eric Thompson
Disaster Response Coordinator

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4/27/21

Judge K.P. George Fort Bend County Judge

Code 3 Associates, INC 1456 Skyway Drive Longmont, Colorado 80504 303.772.7724 Office Fort Bend County 301 Jackson Street Richmond, Texas 77469

Exhibit A

Authorized Representatives

Code 3 Associates, INC. Contacts:

Primary Representative:

Name: Eric Thompson Title: Executive Director

Address: 1453 Skyway Dr. Longmont, CO 80504

Office Phone: 303.772.7724

Email: ethompson@code3associates.org

First Alternate Representative:

Name: Brett Huff

Title: Disaster Response, Disaster Training

Coordinator, Assessment

Address: 1453 Skyway Dr. Longmont, CO 80504

Day Phone: 303.772.7724

Email: <u>bhuff@code3associates.org</u>

Second Alternate Representative:

Name: Garrett Leonard

Title: Disaster Response, Disaster Training

Coordinator, Assessment

Address: 1453 Skyway Dr. Longmont, CO 80504

Day Phone: 303.772.7724

Email: gleonard@code3associates.org

24-hour Phone: 303,489,5945

24-hour Phone: 913.522.3064

24-hour Phone: 573.210.7402

Fax: 303.485.6210

Fax: 303.485.6210

Fax: 303.485.6210

Disaster Response Coordinator

Fort Bend County Contacts:

Organization Name: Fort Bend County

Address: 301 Jackson St, Richmond, TX 77469

Primary Representative:

Name: Mary Staff

Title: PIO/ Project Manager

Address: 1521 Eugene Heimann Circle

Day Phone: 281.342.6185

Email: mary.staff@fortbendcountytx.gov

24-Hour Phone: 281.642.3664

Fax:

First Alternate Representative:

Name: Alan Spears

Title: Deputy Emergency Management Coordinator

Address: 1521 Eugene Heimann Circle

Day Phone: 281.342.6185

Email: alan.spears@fortbendcountytx.gov

24-Hour Phone: 832.473.1071

Fax:

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 Codes 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. A 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 Code 3 Please list what services you, or another organization, are willing to provide

10. Authorized documentation and means for the team to enter a disaster area

Exhibit C

Acknowledgment:

To be completed by each assisting party:

Name of assisting party:	
Authorized representative:	
Phone Number:	
1. Assistance to be provided:	
 Resource type amount: 	
• Est. arrival time:	
2. Availability of additional resources:	
3. Time limitations on resources provided, if any:	
4. Access to local resources when possible:	
5. Additional instruction per incident:	

CERTIFICATE OF INTERESTED PARTIES **FORM 1295** OFFICE LIKE ONLY 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. Name of business entity filling form, and the city, state and country of the business entity's place of business. Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Provide the identification number used by the governmental entity or state agency to track dentify the contract. and provide a description of the services, goods; or other property to be provided und re of Interest (check applicable). City, State, Country Name of Interested Party (place of business) Controlling Intermediary St www.ex

Check only if there is 30 Interested Party.

My name a	C ON	and my date of t	oeth is	Frank State of the Control	100000000000000000000000000000000000000
My address Services penalty	(street) of perjury that the foregoing is true and o	(cēy) priect		(zip code)	(country)
Executed in	County State of	on the day of	(month)	20 (year)	

ADD ADDITIONAL PAGES AS NECESSARY

Signature of authorized agent of contracting business entity (Declarant)