

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

AFFILIATION AGREEMENT BETWEEN FORT BEND COUNTY AND HOUSTON PETS ALIVE!

The Parties to this Affiliation Agreement are **Fort Bend County** (“FBC”), a political subdivision of the state of Texas on behalf of Fort Bend County Animal Services (“FBCAS”), and **Houston Pets Alive!** (HPA!), a Texas nonprofit charitable organization.

PURPOSE & REPRESENTATIONS

Description. FORT BEND COUNTY, by and through the FBCAS, protects and promotes a healthy and safe community by preventing illness and injury in dogs and cats, and as such improves the quality of life for all residents of FORT BEND COUNTY. This Agreement will allow designated employees of HPA! to serve at FBCAS and to provide consultant services for a comprehensive Animal Shelter Assessment. It is of mutual advantage to both Parties that designated employees of HPA! be given the opportunity to utilize certain facilities and programs of FBCAS to implement and improve previously specified programs.

TERMS

The Parties agree as follows:

1. RESPONSIBILITIES OF HPA!.

a. Assessment. The assessment recommendations must adhere to Fort Bend County government’s commitment to humanely engage animals as well as the County’s needs and capabilities. This assessment’s recommendations should fiscally evaluate current operations and programs and essentially strengthen the shelter’s ability to adhere to procedures, practices and customs in line with modern and humane animal welfare practices.

All recommendations must be fiscally responsible, provide for public and animal safety, increase the number of animals helped in the community and decrease the number of animals entering as well as their length of stay in the shelter/foster systems.

A written report to only the Fort Bend County participants is required to be presented within 60 days of the end of the assessment period. The report should be specific to Fort Bend County Animal Services and the primary concern is there be a positive investment for the County’s growing community, one that is sustainable for future years.

b. Scope The consultant must provide and make recommendations to create, develop, and earn public trust via a progressive, model community-based animal welfare system that includes but is not limited to: - Key Performance Indicators and data reporting systems verifications, and recommendations for response to trend analysis, overpopulation and low cost spay and neuter access to prevent overpopulation.

Updating and guidance regarding Standard Operating Procedures and Community-based field services.

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Staff management, accountability, and table or organization/chain of command.

Best practice assessment for:

- access to services
- equity issues
- intake policies
- enrichment for sheltered pets
- population management
- shelter medicine and surgery that includes disease prevention and treatment
- length of stay
- behavior support
- and live outcome programs such as foster, adoption, rescue, and transport.

Update volunteer program to include an increase in recruitment opportunities, engagement and tracking.

Update the foster program to streamline current processes and increase foster capacity in all programs.

Social media outreach enhancements through a positive communications plan that highlights the FBCAS story – successes and need for community involvement through a developing Community Advisory Board.

Sustainable resolution of animal welfare issues through community-wide and shelter programs.

Collaborative efforts with advocates and other local, state, regional, and national organizations, and any other services typically delivered in a shelter assessment.

c. Program. HPA! shall assess programs previously selected by FBCAS and facilitate training of FBCAS employees and volunteers at FBCAS's facility to implement strategic changes. HPA shall provide assistance to FBCAS to implement training experiences suitable to designated employees and volunteers of FBCAS. All designated employees and volunteers of HPA! faculty, employees, agents, and representatives of HPA! participating in the Program (designated employees and volunteers of HPA!) shall be allowed to participate in this Program at the sole discretion of HPA!, whose approval shall not be unreasonably withheld.

d. Program Coordinator. HPA! will designate a specific Program Coordinator from HPA! who will be available to coordinate with FBCAS in the placement of designated employees of HPA!, if necessary. FBCAS will have the right to refuse to allow placement of designated employees of HPA! who are not judged by FBCAS in its sole discretion to have the requisite skills, temperament, attitudes, or previous training to participate in FBCAS activities. Prior to refusing the placement of an HPA! employee on such grounds, FBCAS will in good faith endeavor to resolve its concerns directly with the Executive Director of HPA!.

e. Staff Share Scheduling. HPA! shall coordinate with FBCAS to schedule designated employees of HPA! and provide in advance employee contact information.

f. Rules, Regulations, Policies & Procedures of FBCAS. HPA! shall inform designated employees of HPA! of their responsibility to comply with FBCAS policies and procedures, state & federal law. HPA! shall enforce rules and regulations governing the designated employees of HPA! that are mutually agreed upon by HPA! and FBCAS.

g. Designated employee of HPA! Statements. HPA! shall advise each designated employee of HPA! of the FBCAS requirement to sign a STATEMENT OF RESPONSIBILITY and a CONFIDENTIALITY STATEMENT or such other substantially similar forms as FBCAS shall proffer. HPA! shall provide an executed copy of such statements to each designated employee of HPA! prior to designated employee of HPA!'s start date.

h. Health of Participants. HPA! shall instruct designated employees of HPA! that they are responsible for arranging and assuming the cost of their health insurance, assuming responsibility for treatment of any illness or injury the designated employees of HPA! may have while participating in the program, obtaining necessary immunizations and a tuberculin test, and having an annual health examination. In no event shall FACILITY or any employee, agent, or volunteer of FBCAS or HPA! be financially or otherwise responsible for medical care and/or treatment of any designated employee or volunteer of HPA!. HPA! shall maintain and provide upon request, as required by FBCAS, immunization records, and/or physical examination reports for each designated employee or volunteer of HPA! to the extent necessary to safeguard such designated employees or volunteers against the risk of potential exposure to zoonotic diseases while working in close proximity to animals in the custody of, or receiving services from, FBCAS. Such records shall be stored and maintained by FBCAS on a confidential basis.

i. Dress Code: HPA! shall advise designated employees of HPA! of the FBCAS requirement to dress in accordance with dress and personal appearance standards approved by FBCAS.

j. Holidays. Designated employees and volunteers of HPA! assigned to FBCAS will observe holidays as specified by the HPA! calendar.

k. Expenses. Designated employees and volunteers of HPA! must provide for their own expenses, including transportation, parking, meals, laundry, health care needs and any other expenses incurred in the performance of this Agreement and not expressly covered in this Agreement.

l. Performance of Services. HPA! shall have specially designated staff for the performance of any services specified in this Affiliation Agreement. HPA! shall instruct designated employees of HPA! to perform any duties and services in accordance with all relevant local, state, and federal laws, as well as the standards and guidelines of all applicable accrediting bodies and the rules and regulations of FBCAS and/or FORT BEND COUNTY. Neither HPA! nor any employee of HPA! shall interfere with or adversely affect the operation of FBC or FBCAS. An employee of HPA! will not replace a regular FBC or FBCAS staff member.

m. Evaluation of designated employees and volunteers of HPA!. HPA! shall provide any learning objectives, assessment instruments, and/or checklists that HPA! requires for evaluation of the performance of each designated employee of HPA!.

2. RESPONSIBILITIES OF FACILITY.

a. Placements. At the discretion of FORT BEND COUNTY, FBCAS shall accept the designated employees of HPA! assigned to the Program by HPA! and provide an orientation of designated employees of HPA!, to include policy, procedures, general safety, and necessary guidelines related to performance of duties. The number of designated employees of HPA! permitted to be physically present at the location of FBCAS will be determined in the sole discretion of FBCAS.

b. Access to Facilities. FORT BEND COUNTY shall provide physical facilities and necessary staff cooperation to support the delivery of the Program and services by employees and volunteers of HPA!. All designated employees and volunteers of HPA! while in the facilities of FBCAS shall be allowed to participate in training at FBCAS facilities at the sole discretion of FBCAS. FBCAS shall at all times remain in charge of animal care and the operation of its detention and healthcare facilities designated employees of HPA!, faculty, personnel, staff and other individuals providing service under this Agreement shall at all times be subject to the reasonable control and direction of appropriate supervisory staff of FBCAS.

c. FACILITY Coordinator. FBCAS shall provide a staff contact person to assist in planning and implementing assignments. Such staff contact person shall at all times retain ultimate control and responsibility for the operation of the facilities of FBCAS.

d. Qualified Staff. FBCAS shall provide qualified staff, with appropriate credentials, to assist in the supervision and training of designated employees of HPA! and FBCAS in accordance with the agreed upon learning objectives relating to the delivery of the Program and services by HPA!. FBCAS shall maintain all applicable accreditation requirements and certify such compliance on request.

3. WITHDRAWAL OF DESIGNATED EMPLOYEES AND VOLUNTEERS OF HPA!.

a. Safety. Any other provision in this Affiliation Agreement notwithstanding, FBCAS may immediately remove from its premises and/or from any area of operation of FACILITY any designated employee or volunteer of HPA! who poses an immediate threat or danger to personnel or to quality of services or for unprofessional behavior, as determined solely by FBCAS.

b. Performance. FBCAS may request HPA! to withdraw or dismiss any designated employee or volunteer of HPA! from the Program when his or her performance is unsatisfactory to FBCAS or his or her behavior, in the sole discretion of FBCAS, is disruptive or detrimental to FACILITY and/or FBCAS operations. Prior to dismissing the placement of an HPA! employee on such grounds, FBCAS will in good faith endeavor to resolve its concerns directly with the Executive Director. In the event the concerns cannot be addressed to the satisfaction of FBCAS the participation of said designated employee of HPA!'s in the Program shall immediately cease.

4. NON-DISCRIMINATION. The Parties agree that they will not unlawfully discriminate on the basis of race, national origin, religion, creed, sex, age, veteran status, or disability in either the selection of designated employees of HPA! and/or any designated employee of HPA! for participation in the Program, or as to any aspect of the training provided. However, with respect to disability, the disability with reasonable accommodation must not preclude the staff member's effective and safe participation in the program.

5. INDEPENDENT CONTRACTOR. The Parties hereby acknowledge that they are independent contractors, and neither HPA! nor any of its agents, representatives, designated employees of HPA!, or employees shall be considered agents, representatives, or employees of FORT BEND COUNTY or FBCAS. In no event shall this Affiliation Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties to this Affiliation Agreement. Each Party agrees that it is and shall be liable for its own debts, obligations, acts and omissions, including the payment of any required withholding, social security, and other taxes or benefits including worker's compensation insurance or medical insurance for its own employees. The provisions of this Section shall survive expiration or termination of this Affiliation Agreement regardless of the cause of such termination.

6. TERM; TERMINATION

a. Term. The initial time period for performance (term) of this Affiliation Agreement shall be for a term of one year starting upon execution by the parties and shall terminate at the completion of the one year. This Affiliation Agreement shall not be of any force or effect until signed by both parties and approved in writing by the designated staff of FBCAS and the County of Fort Bend.

b. Termination for cause.

(1) Parties shall have the right to terminate this Affiliation Agreement at any time for refusal by the other party to allow public access to all documents, papers, letters, or other materials made or received by Party in conjunction with this Affiliation Agreement if public access is required by any state law applicable to the other party.

(2) Notwithstanding any other provision of this Agreement, either Party shall have the right to terminate this Agreement upon thirty (30) days prior written notice if the Party to whom such notice is given has breached any provision of this Agreement, and such breach shall not have been cured within twenty (20) days following the receipt of such notice.

3) HPA! shall have the right to immediately terminate this Agreement in the event FBCAS rejects or otherwise terminates HPA!'s actual or proposed placement of specific Employees HPA! determines in its sole discretion are essential to the delivery of the program and related services by HPA!.

c. Termination without cause. Notwithstanding any provision to the contrary, either Party may terminate this Affiliation Agreement at any time without cause upon at least 30 days prior written notice.

d. Sole Remedy. The sole remedy for breach of this Affiliation Agreement shall be termination.

e. Threat to Health and Safety. This Agreement may be terminated immediately if there is a threat to health and safety or an adverse effect on the administration and/or operation of facilities as determined in the sole discretion of FBCAS.

7. LIMIT OF APPROPRIATIONS. Prior to execution of this Affiliation Agreement, FORT BEND COUNTY has advised HPA!, and HPA! clearly understands and agrees, such understanding and agreement being of the absolute essence to this Affiliation Agreement, that the FORT BEND COUNTY has certified no funds under this Affiliation Agreement and HPA! shall have no cause of action whatsoever for money against FORT BEND COUNTY or FBCAS under the Affiliation Agreement.

8. CONFIDENTIALITY. HPA! and its designated employees of HPA! shall keep strictly confidential and hold in trust all confidential information and individually identifiable information of FBC and FBCAS and will not disclose, reveal, or use any such information of FBC or FBCAS and will not disclose such to any third party except with the express prior written consent/authorization of FBCAS, except as required by law. HPA! will protect all information, records, data, and health-care information collected or maintained by FBC or FBCAS for the administration of this Affiliation Agreement from unauthorized disclosure in accordance with prevailing statutes, regulations, custom and usage, and canons or codes of professional ethics. This obligation shall not be construed to prevent HPA! from publicizing or disclosing the fact that it is working with FBC or FBCAS in connection with the delivery of the Program and services, or from disclosing, revealing, or using its own information and analysis regarding the outcome and effectiveness of the Program and services provided by HPA!.

9. AUDITS. The Parties agree to cooperate with and provide reasonable access to records directly relating to this Affiliation Agreement to the representatives of the FBCAS and FORT BEND COUNTY.

10. PROTECTED INFORMATION. It is expressly understood and agreed that all FBC and FBCAS records, people records, and animal records shall be treated as confidential information and HPA!, its representatives, and designated employees of HPA! agree to observe and adhere to any and all applicable federal, state, and licensing authorities' laws, rules and regulations concerning civilian rights, civilian privacy, and any other confidential civilian information in any form.

11. GENERAL PROVISIONS

a. Entire Affiliation Agreement. This Affiliation Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Affiliation Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties, and obligations in this Affiliation Agreement shall survive the expiration or earlier termination of this Affiliation Agreement.

b. Severability. If any provision of this Affiliation Agreement is held to be invalid or unenforceable for any reason, this Affiliation Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

c. Captions. The captions contained in this Affiliation Agreement are used solely for convenience and shall not be deemed to define or limit the provisions of this Affiliation Agreement.

d. No Waiver. Any failure of a Party to enforce that Party's right under any provision of this Affiliation Agreement shall not be construed to act as a waiver of said Party's subsequent right to enforce any of the provisions contained in this Affiliation Agreement.

e. Assignment; Binding Effect. Neither Party may assign or transfer any of its rights, duties, or obligations under this Affiliation Agreement to an unaffiliated entity, in whole or in part, without the prior written consent of the other Party. This Affiliation Agreement shall inure to the benefit of, and be binding upon, the Parties to this Affiliation Agreement and their respective successors and permitted assigns.

f. Not Obligated to Third Parties. FORT BEND COUNTY and FBCAS are not obligated or liable under this Affiliation Agreement to any party other than HPA!. Nothing in this Affiliation Agreement is intended to, or shall be deemed or construed to, create, or enhance any remedies in any independent rights of any third party, including an employee of HPA!.

g. Governing Law. Parties agree that this Agreement will be construed by the laws of the State of Texas.

12. PUBLIC INFORMATION. The Parties expressly acknowledge that FORT BEND COUNTY is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in this Affiliation Agreement to the contrary, HPA! may be required under such Act to disclose records related to this Affiliation Agreement to the extent it keeps and maintains records on behalf of FORT BEND COUNTY or has provided FORT BEND COUNTY with a right of access to the information pursuant to this Affiliation Agreement. HPA! will cooperate with FORT BEND COUNTY to make any public information related to this Affiliation Agreement available to third parties in accordance with the Texas Public Information Act. HPA! shall not be required to respond to public records requests that may be directly issued to it.

13. E-MAIL ADDRESSES. HPA! affirmatively consents to the disclosure of its e-mail addresses that are provided to FACILITY and/or FBCAS. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX. GOV'T CODE ANN. § 552.137, as amended, and shall survive termination of this Affiliation Agreement. This consent shall apply to e-mail addresses provided by HPA!, designated employees and volunteers of HPA!, designated employees and volunteers of HPA!, HPA! employees, officers, and agents acting on HPA!'s behalf and shall apply to any email address provided in any form for any reason whether related to this Affiliation Agreement or otherwise.

14. ELECTRONIC SIGNATURES AND DUPLICATE ORIGINALS. Pursuant to the requirements in TEX. BUS. & COM. CODE ANN. §43.007 and the Federal Electronic Signatures in Global and National Commerce Act (15 U.S.C. ch 96), this Affiliation Agreement may be executed in duplicate counterparts and with electronic signatures, including by facsimile, with the same effect as if the signatures were on the same document. Pursuant to these statutes, this Affiliation Agreement may not be denied legal effect or enforceability solely because it is in electronic form or because it contains an electronic signature. Each multiple original of this document shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

15. COUNTERSIGNATURE: This Agreement is effective on the Countersignature Date. This instrument has been executed on behalf of FORT BEND COUNTY by a duly authorized representative of FORT BEND COUNTY, and on behalf of HPA! by a duly authorized representative of HPA!.

16. LIABILITY

a. HPA! represents that it has liability insurance coverage for the negligent acts of its officers, employees, and agents while acting within the scope of their employment with HPA!.

b. Subject to the provisions of the applicable tort claims statutes and other law in HPA!'s state of residence, including its limits of liability and exclusions therefrom, HPA! assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of HPA!, its officers, employees, and agents thereof.

c. FBC and FBCAS does not waive or relinquish any governmental immunities or defenses on behalf of it and its trustees, officers, employees, or agents as a result of the execution of this Agreement and performance of the functions or obligations described herein. Nothing herein shall be construed as creating any personal liability on the part of any officer, director, employee, or representative of FBC or FBCAS.

d. These provisions are solely for the benefit of the Parties and not for the benefit of any person or entity not a party to this Agreement. No provisions shall be deemed a waiver of any defenses available by law.

{EXECUTION PAGE FOLLOWS}

{THE REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK}

Signatures

The Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

FORT BEND COUNTY, TEXAS

HOUSTON PETS ALIVE!

Signed by: KP George

Signed by:

Name: KP George

Name: Shannon Parker

Title: COUNTY JUDGE

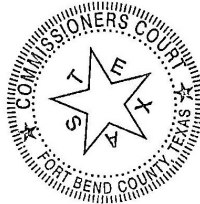
Title: Executive Director

Date: December 18, 2024

Date: 12/12/2024

ATTEST:

Laura Richard
Laura Richard, County Clerk



APPROVED:

[Signature]

Dr. Letosha Gale-Lowe, Director and
Local Health Authority
Fort Bend County Health and Human Services

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 0.00 are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor