

ANIMAL TEMPORARY CUSTODY AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS AGREEMENT, made and entered into by and between **Harris County, Texas** (“County”), a body corporate and politic under the laws of the State of Texas, by and through Harris County Public Health and Great Dane Rescue of Southeast Texas, a Texas non-profit organization (“Rescue Group” or “Provider”). County and Provider are collectively referred to as “Parties” and individually each a “Party.”

RECITALS:

Harris County, acting through Harris County Veterinary Public Health (“HCVPH”), a division of Harris County Public Health, operates an animal impoundment facility pursuant to chapter 822 of the Texas Health and Safety Code and Animal Control Regulations (the “Regulations”) adopted by Order of Harris County Commissioners Court, as amended from time to time.

Section 4 of the Regulations provides that HCVPH impose a 3-day hold period during which time an unclaimed dog or cat may be redeemed by its owner. The Regulations provide that an animal impounded under the Regulations and not redeemed within three working days may be adopted or sold by HCVPH for the best price.

Rescue Group desires to take temporary custody of certain animals impounded in a facility operated by HCVPH and needing acute, urgent veterinary care before the expiration of the 3-day hold period and to provide for care of said animal, including veterinary medical care, subject to the right of the Animal’s owner to redeem the animal in accordance with the Regulations.

Rescue Group represents that it holds all necessary licenses and certifications to perform such services and is qualified by education and experience to provide such services.

Rescue Group acknowledges and understands that County has opinions, philosophies, policies, and a mission that may not coincide with that of Rescue Group, and Rescue Group understands that honest and open communication is necessary for collaboration and cooperation.

NOW, THEREFORE, in return for the mutual promises herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

TERMS:

I. SCOPE OF SERVICES

County grants Rescue Group permission to take temporary custody of an animal impounded in a facility of HCVPH (“Animal”) and needing acute, urgent veterinary care. HCVPH shall make the determination of which animals in its facility may be released hereunder. Healthy animals will be held by HCVPH for the full three-day hold period during which time an owner may redeem an Animal under the Harris County Animal Regulations. With respect to the care,

custody, and use of the Animal, which may be furnished hereunder, County and Rescue Group agree as follows:

- (a) The Animal shall remain the property of County for the full three-day hold period until and unless redeemed by the Animal's owners (the "Owner") in accordance with the Regulations. During the three-day hold period, Rescue Group shall not permit or suffer any lien or encumbrance or ownership interest upon the Animal or take any other action inconsistent with County's right of ownership, custody, and control of the Animal. Rescue Service Provider shall provide HCVPH with the name and contact information of attending veterinarian and custodian prior to assuming custody of the animal.
- (b) Rescue Group must keep detailed records showing the physical location of each Animal provided hereunder and, upon request, shall promptly provide HCVPH with all records related to the Animal.
- (c) Rescue Group shall pay all expense of all medical care, food, shelter, and transportation for the Animal, whatsoever; including cost of any return of an Animal to HCVPH, and shall make records of such available to HCVPH on request.
- (d) During the full three-day hold period Rescue Group shall:
 - (1) keep and maintain the Animal's safety at all times and, upon request, return the Animal to County including records of medical care and treatment.
 - (2) Provide suitable shelter and care for the Animal and shall secure and protect the Animal against injury, loss, or theft.
 - (3) Promptly notify HCVPH in the event that the Animal may be lost, stolen, injured or has died. HCVPH shall have the right to inspect the Animal and facilities at all times without prior notice to Rescue Group. County may repossess the Animal released to Rescue Group hereunder at any time with or without prior notice to Rescue Group, and neither County nor its officers, agents, or employees shall be guilty of any trespass or conversion for the entry onto the premises where the Animal may be situated.
 - (4) Keep HCVPH advised as to the animal's location.
 - (5) Neither charge a fee for the Animal nor derive any profit from the Animal furnished hereunder. Nothing in this clause shall be construed to prohibit Rescue Group from soliciting voluntary donations.
 - (6) Rescue Group agrees that it shall not seek reimbursement or compensation whatsoever from County for services or goods provided hereunder, arising out of this Agreement, or from the provision of care to the Animal.

(e) **INDEMNITY AND RELEASE**

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF EITHER A CERTIFICATE OF SUBSTANTIAL COMPLETION OR FINAL SYSTEM ACCEPTANCE IN WHOLE OR IN PART SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS ARTICLE.

CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS (“INDEMNIFIED PARTIES”) FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF CONTRACTOR, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; COMMITTED BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.

CONTRACTOR SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.

COUNTY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO BE INDEPENDENTLY REPRESENTED BY COUNSEL OF ITS OWN CHOICE IN CONNECTION WITH ANY SUCH SUIT OR PROCEEDING.

- (f) Rescue Group shall meet the requirement set forth in this Agreement including the Rescue Group Requirements attached hereto and incorporated herein.
- (g) Rescue Group shall comply with all federal, state, and County laws, rules, and regulations.
- (h) Rescue Group shall notify HCVPH in writing within one week of any changes in Rescue Group’s leadership including primary contacts and shall provide HCVPH with a primary contact and back-up contact along with the contacts’ address, email, and phone number. Rescue Group shall notify HCVPH within five (5) calendar days if Rescue Group dissolves or ceases to operate.
- (i) Upon the conclusion of the 3-day hold period, Rescue Group shall confirm with HCVPH that an Animal has not been redeemed by the Animal’s owner. If the Animal has been redeemed, Rescue Group agrees to cooperate with the Owner and HCVPH to transfer possession of the Animal to the Owner. Rescue Group shall follow the policies and procedures established by HCVPH to confirm whether an Animal has been redeemed and to facilitate the transfer of a redeemed Animal to the redeeming Owner.
- (j) Notwithstanding anything to the contrary herein, at the expiration of three (3) business days (based on HCVPH business days) after taking custody of the Animal and provided an Owner has not redeemed the Animal as provided in the Regulations, HCVPH shall relinquish whatever rights HCVPH has to the Animal. Rescue Group understands and acknowledges that the Animal may, nevertheless, remain subject to a

superior ownership right asserted by a third party. Harris County shall waive the applicable rescue fee in consideration for Rescue Veterinary Services provision of medical care, food, and lodging for the Animal.

Additional requirements can be found in Exhibit A, Rescue Group Requirements, attached hereto and incorporated herein.

II. RECORDS AFTER TERMINATION

Upon the termination or expiration of this Agreement, Rescue Group shall maintain records showing maintenance and care and disposition of each Animal provided hereunder for five (5) years following the termination of this Agreement and shall make those records available to HCVPH within five (5) business days of the date of a written request for such from HCVPH.

III. TERM

The term of this Agreement shall begin upon signature by all Parties and will last for one (1) year. This Agreement shall renew automatically for successive one-year terms unless either party notifies the other that it does not desire to renew. Either party may terminate this Agreement, with or without cause, by giving ten (10) calendar days advance written notice to the other party unless terminated earlier as provided herein. Upon termination, Rescue Group shall, at its expense, promptly return to HCVPH any Animal that has not been redeemed or adopted as provided herein.

IV. NOTICE

Any notice required or permitted to be given to Rescue Group by County may be given by certified United States mail, return-receipt requested, postage-prepaid, addressed to:

Address: 854 Silverpines Road, Houston TX 77062
Primary Contact Person: Judy Jones
Phone: 281-989-9048
E-mail: doggydane@aol.com

Secondary Contact Person: Heather Poperszky
Address: 1231 County Road 284, Alvin TX 77511
Phone: 409-454-7413
E-mail: heather@saveadane.org

Any notice permitted or required to be given to County by Rescue Group may be given by certified United States mail, return receipt-requested, postage prepaid, addressed to:

Harris County Veterinary Public Health
Harris County Public Health
612 Canino Road
Houston, Texas 77076
Attention: Division Director

Either Party may change its address by giving notice to the other Party in writing. Any notice mailed by certified United States mail, return-receipt requested, shall be deemed given upon deposit in the United States mail.

V. LIMITATION OF LIABILITY

Prior to execution of this Agreement, County has advised Rescue Group and Rescue Group clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County has certified no funds under this Agreement and Rescue Group shall have no cause of action whatsoever for money against County under this Agreement or arising out of this Agreement.

VI. INDEPENDENT CONTRACTOR

It is agreed that in the performance of all obligations undertaken by this Agreement, Rescue Group is an independent contractor with the right to supervise, manage, control, and direct the performance of emergency response services. County shall have no right under this Agreement to direct or supervise Rescue Group or its agents or employees in the performance of such services or as to the manner, means, or methods in which the services are performed.

VII. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between the Parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning the Agreement shall be of no force or effect except a subsequent modification in writing signed by the Parties. Rescue Group shall not assign the duties and obligations of this Agreement without the express written consent of County.

VIII. GOVERNING LAW AND VENUE

This Agreement is governed in all respects by the laws and Constitution of the State of Texas. Exclusive venue is in Harris County, Texas.

IX. PUBLIC INFORMATION

Rescue Group expressly acknowledges that County is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and notwithstanding any provision in this Agreement to the contrary, County will make any information related to this agreement or otherwise available to third parties in accordance with the Public Information Act.

X. WAIVER OF BREACH

Waiver by either Party of a breach or violation of any provision of the Agreement is not a waiver of any subsequent breach.

XI. NO PERSONAL LIABILITY

Nothing in this Agreement may be construed as creating any personal liability on the part of any officer, director, employee or agent of any public body that may be a party to this Agreement and the parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, director, employee or agent of County.

XII. EXECUTION, MULTIPLE COUNTERPARTS

This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

IN WITNESS WHEREOF, this instrument has been executed on behalf of Harris County by a duly authorized representative of Harris County and on behalf of Rescue Group by a duly authorized representative of Rescue Group.

GREAT DANE RESCUE OF SE Southeast TX

HARRIS COUNTY, TEXAS

Signature: Judy Jones
Print Name: Judy Jones
Title: founder
Date Signed: 7/30/24

By: _____
Lina Hidalgo
County Judge
Date Signed: _____

Attest Rescue Group

Approved: Barbie L. Robinson

Barbie L. Robinson, MPP, JD, CHC
Executive Director
Harris County Public Health

Heather Poperszyk
Secretary: Heather Poperszyk
Print Name: Heather Poperszyk
Date Signed: 7/31/24

APPROVED AS TO FORM:
Christian D, Menefee
County Attorney

By: Shannon Fleming

Shannon Fleming
Senior Assistant County Attorney
CA File: 24GEN2011

EXHIBIT A
(follows behind)

Rescue Group Requirements

In addition to acute, urgent veterinary care, the Rescue Group shall meet the minimum requirements for veterinary medical care to include a basic health exam, vaccinations including rabies, de-worming and heartworm checks for dogs. Dogs will be put on heartworm preventative as appropriate. Adopters will be given full disclosure of any health issues, including heartworm treatment. Adopters will also be given a written medical record upon adoption.

Animal housing facilities will be clean, disease free, and parasite free. Animals will be contained in a safe, secure, appropriate, and humane manner. Animal will not be allowed to run loose with access to a public sidewalk or street.

Diets will consist of healthy, nourishing and quality food appropriate to the age and condition of each animal. Fresh food will be given daily and in sufficient amounts to assure animal health and well being, and must be stored in a sanitary manner.

Fresh water will be provided daily, in a sanitary manner and in sufficient amounts, and animals will have access to water at all times.

Animals will be altered before the Rescue Group allows the animal to be adopted by a third party. The animal will not be bred or allowed to breed for any reason prior to spay/neuter.

Rescue Group agrees to conduct a temperament assessment prior to adoption of any Animal. Rescue Veterinary Service Provider agrees it will not place animals that may be unsafe in temperament or behavior. Adopters will be given full disclosure of any temperament issues.

Rescue Group agrees that it will not place Animals in foster or adoptive homes that may be unsuitable or incompatible to the Animal.

Animals will not be abused, treated cruelly, neglected, or subject to any experiments.

Animals will not be attack or guard trained, or used in any manner of animal fighting.

Rescue Group agrees to perform appropriate screening of adoptive and foster homes prior to animal placement with a third party. Adoption and foster screening will include: a written application, applicant interview, and verification of suitable home environment.

Animals will be placed with a "return to placement group" clause if the owner cannot keep the Animal.

Dogs will be adopted only to indoor homes or indoor/outdoor homes that provide shelter, water, food, companionship and proper health care.

Registration papers will not be given with adopted animals. Registration papers will be collected by the member organization for statistical purposes and destroyed.

Rescue Group agrees it will not give, sell, lend, or otherwise transfer ownership of animals to laboratories, breeding operations, or non-animal placement corporations.

Rescue Groups taking Animals from Veterinary Public Health are ultimately responsible for the disposition of those Animals according to these requirements.

Rescue Groups agree to conduct themselves in an appropriately professional manner and will be responsible

for the behavior of their officers, agents, employees, and volunteers.

Rescue Groups agree to maintain complete records on each animal, including acquisition information, medical procedures, and final disposition.