Gwen J. Sims, MEd, RD, LD
Interim Executive Director
2223 West Loop South
Houston, Texas 77027
Tel: (713) 439-6000
Fax: (713) 439-6327

Harris County
Public Health
Building a Healthy Community

Michael A. White, D.V.M., M.S
Director,
Veterinary Public Health
612 Canino Rd.
Houston, Texas 77076
Tel: (713) 999-3191
Fax: (713) 847-1911

April 07, 2021

The Honorable Judge Lina Hidalgo
and Commissioners Court
Harris County Administration Building
1001 Preston, Room 938
Houston, Texas 77002

Dear Court Members:

We respectfully request approval on behalf of Harris County Public Health (HCPH) of one original and 3 copies of the Temporary Custody Agreement for Labadore Retrievers Rescue, prepared with the assistance of the Harris County Attorney's Office. Please see attached document(s) for additional information.

If you have any questions or concerns regarding this matter, please contact Dr. Michael A. White, HCPH Director of Veterinary Public Health Division at (832) 927-1101 or Michael.White@phs.hctx.net.

Sincerely,

Gwen J. Sims, MEd, RD, LD
Interim Executive Director

THE STATE OF TEXAS §

COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, Met in a regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____,

with the following members present:

Judge Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
R. Jack Cagle	Commissioner, Precinct No. 4

and the following members absent: _____,

constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING HARRIS COUNTY PUBLIC HEALTH to approve on behalf of Harris County Public Health (HCPH) of one original and 3 copies of the Temporary Custody Agreement for Labadore Retrievers Rescue.

Commissioner_____introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	**No**	**Abstain**
Judge Hidalgo	[ ]	[ ]	[ ]
Comm. Ellis	[ ]	[ ]	[ ]
Comm. Garcia	[ ]	[ ]	[ ]
Comm. Ramsey	[ ]	[ ]	[ ]
Comm. Cagle	[ ]	[ ]	[ ]

The meeting chair announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that the County Judge is authorized to approve on behalf of Harris County Public Health (HCPH) of one original and 3 copies of the Temporary Custody Agreement for Labadore Retrievers Rescue, prepared with the assistance of the Harris County Attorney's Office. Please see attached document(s) for additional information.

The documents are attached hereto and incorporated herein and incorporated as if set out in full word for word. Harris County is authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

ANIMAL TEMPORARY CUSTODY AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS AGREEMENT, made and entered into by and between **Harris County, Texas** ("County"), acting through its governing body, the Harris County Commissioners Court, and HABADORE RETRIEVERS RESCUE, INC., a Texas non-profit organization ("Rescue Veterinary Services Provider").

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

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 Veterinary Services Provider 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 Veterinary Services Provider 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 Veterinary Services Provider 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 Veterinary Services Provider 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 Veterinary Services Provider 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 Veterinary Services Provider 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 Veterinary Services Provider. County may repossess the Animal released to Rescue Veterinary Services Provider hereunder at any time with or without prior notice to Rescue Veterinary Services Provider, 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 Veterinary Services Provider from soliciting voluntary donations.
(6) Rescue Veterinary Services Provider 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:*** ***RESCUE VETERINARY SERVICES PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY, INCLUDING OFFICERS, EMPLOYEES, AND AGENTS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, AND/OR WILLFUL AND MALICIOUS CONDUCT OF THE RESCUE VETERINARY SERVICES PROVIDER OR OF ANY ANIMAL, ANIMAL HANDLER, SUPPORT PERSONNEL, OR VOLUNTEER PROVIDED BY RESCUE VETERINARY SERVICES PROVIDER. RESCUE VETERINARY SERVICES PROVIDER ALSO RELEASES AND HOLDS HARMLESS COUNTY, INCLUDING ITS OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE AND/OR GROSS NEGLIGENCE, WHETHER OR NOT SUCH NEGLIGENCE IS CAUSED BY AN OFFICER, EMPLOYEE, OR AGENT OF COUNTY, RESULTING IN ANY INJURY TO RESCUE VETERINARY SERVICES PROVIDER, OR TO AN ANIMAL, ANIMAL HANDLER, SUPPORT PERSONNEL, OR VOLUNTEER PROVIDED BY OR RELATED TO RESCUE VETERINARY SERVICES PROVIDER, OR TO PROPERTY, RESULTING FROM, RELATED TO, OR ARISING OUT OF THIS AGREEMENT OR THE PLACEMENT OF, CARE, MAINTENANCE, TRANSPORTATION, OR DISPOSITION OF ANY ANIMAL BY RESCUE VETERINARY SERVICES PROVIDER.***

(f) Rescue Veterinary Services Provider shall meet the requirement set forth in this Agreement including the Rescue Veterinary Services Provider Requirements attached hereto and incorporated herein.

(g) Rescue Veterinary Services Provider shall comply with all federal, state, and County laws, rules, and regulations.

(h) Rescue Veterinary Services Provider shall notify HCVPH in writing within one week of any changes in Rescue Veterinary Services Provider'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 Veterinary Services Provider shall notify HCVPH within five (5) calendar days if Rescue Veterinary Services Provider dissolves or ceases to operate.

(i) Upon the conclusion of the 3-day hold period, Rescue Veterinary Services Provider shall confirm with HCVPH that an Animal has not been redeemed by the Animal's owner. If the Animal has been redeemed, Rescue Veterinary Services Provider agrees to cooperate with the Owner and HCVPH to transfer possession of the Animal to the Owner. Rescue Veterinary Services Provider 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 Veterinary Services 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.

II. CONDUCT

The Rescue Veterinary Services Provider acknowledges and understands that County has a mission, opinions, philosophies and policies that may not coincide with that of Rescue Veterinary Services Provider, and Rescue Veterinary Services Provider agrees to communicate with HCVPH in a way that is honest and respectful. Personal attacks and defamation by Rescue Veterinary Services Provider are inconsistent with collaboration and cooperation and such behavior may result in termination of this Agreement.

III. RECORDS AFTER TERMINATION

Upon the termination or expiration of this Agreement, Rescue Veterinary Services Provider 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.

IV. TERM

The term of this Agreement shall be one (1) year and shall renew automatically for successive one-year terms unless either party notifies the other that it does not desire to renew. This Agreement shall be of no force or effect until and unless approved in writing by the Executive Director of Harris County Public Health or her/his designee and by the County Judge. Either party may terminate this Agreement, with or without case, by giving ten (10) calendar days advance written notice to the other party unless terminated earlier as provided herein. Upon termination Rescue Veterinary Services Provider shall, at its expense, promptly return to HCVPH any Animal that has not been redeemed or adopted as provided herein.

V. NOTICE

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

LABRADOR RETRIEVERS RESCUE, INC.
52 MORNINGSIDE COMMONS
BRATTLEBORO, ~~Texas~~ VT 05301
Primary Contact Person: ADRIENNE FINNEY
Phone: 802-579-9411
E-mail: ADRIENNE.FINNEY@GMAIL.COM

Secondary Contact Person: KAREN CARON
Address: 40 GLENSIDE ROAD
CUMBERLAND, RI 02864

Phone: 401-333-4849
E-mail: KARONSTAY@GMAIL.COM

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

Harris County
1001 Preston, 9th Floor
Houston, Texas 77002
Attention: County Judge

With a copy 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.

VI. LIMITATION OF LIABILITY

Prior to execution of this Agreement, County has advised Rescue Veterinary Services Provider and Rescue Veterinary Services Provider 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 Veterinary Services Provider shall have no cause of action whatsoever for money against County under this Agreement or arising out of this Agreement.

VII. INDEPENDENT CONTRACTOR

It is agreed that in the performance of all obligations undertaken by this Agreement, Rescue Veterinary Services Provider 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 Veterinary Services Provider 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.

VIII. 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 Veterinary Services Provider shall not assign the duties and obligations of this Agreement without the express written consent of County.

IX. 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.

X. PUBLIC INFORMATION

Rescue Veterinary Services Provider 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.

XI. WAIVER OF BREACH

Waiver of a breach of any provision of this Agreement is not a waiver of any subsequent breach.

XII. 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.

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 Veterinary Services Provider by a duly authorized representative of Rescue Veterinary Services Provider.

APPROVED AS TO FORM:
Christian D, Menefee
County Attorney

By: Sam Kirchhoff
Sam Kirchhoff
Assistant County Attorney
CAO File No. 21GEN1034

HARRIS COUNTY, TEXAS

By: _____
Lina Hidalgo
County Judge
Date Signed: _____

Approved:
Gwen J. Sims
Interim Executive Director
Harris County Public Health

Attest Rescue Veterinary Services Provider

Secretary: Karen Caron
Print Name: KAREN CARON
Date Signed: April 5, 2021

RESCUE VETERINARY SERVICES PROVIDER
Print Name: LABRADOR RETRIEVERS RESCUE, INC.

By: Adrienne Finney
Print Name: ADRIENNE FINNEY
Title: PRESIDENT
Date Signed: April 5, 2021

Rescue Veterinary Services Provider Requirements

In addition to acute, urgent veterinary care the Rescue Veterinary Services Provider 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 Veterinary Services Provider 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 Veterinary Services Provider 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 Veterinary Services Provider 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 Veterinary Services Provider 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 Veterinary Services Provider agrees it will not give, sell, lend, or otherwise transfer ownership of animals to laboratories, breeding operations, or non-animal placement corporations.

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

Rescue Veterinary Services Providers agree to conduct themselves in an appropriately professional manner

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

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