Memorandum of Understanding for Animal Care During Disasters

Completed in compliance with the Flood Emergency Action Team (FEAT): Initiative Number 6

Governor’s Executive Order W-156-97

Approved by the Standardized Emergency Management System (SEMS) Advisory Board on November 21, 1997

Arnold Schwarzenegger, Governor
State Of California

Henry R. Renteria, Director
California Governor’s Office of Emergency Services
The contents of this document have not been changed from the original document; however, the guidelines have been reformatted to meet the Americans with Disabilities Act (ADA) 508 standards.
MEMORANDUM OF UNDERSTANDING BETWEEN

AND

This Memorandum of Understanding is made and entered into this ___ day of ____________, 199__, by and between ________________ (County) and ________________ (Organization).

It is necessary that all of the resources and facilities of cooperating agencies be made available to prevent and combat the effect of disasters which may result from such calamities as flood, fire, earthquake, pestilence, war, sabotage, and riot.

The parties hereto desire 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 by means of this Memorandum of Understanding.

Therefore, it is mutually agreed and understood as follows:

1. Each party shall develop a mutually compatible plan providing for the effective mobilization of all its resources and facilities to cope with any type of disaster.

2. ________________ (Organization) will accept the responsibility for coordinating animal relief efforts in cooperation with the ______(County) and to assist members of the public needing animal-related services. These efforts will include but are not limited to housing animals, providing emergency veterinary medical care, setting up temporary animal shelters, evacuating, rescuing and capturing animals in distress, caring and feeding for animals left in evacuation sites, providing lost and found information services to the public, euthanising animals and providing animal food and supplies to the public. Other agencies involved with animal rescue will only be allowed to work under the direction of the ______________________ (Organization). The ______________________ (Organization) will coordinate all other animal rescue groups and individuals and reserves the right to deny assistance from any animal rescue group or individual.

3. In the event of any situation requiring disaster response, the________ (Organization) acknowledges they must provide animal relief assistance through the direction of the Standardized Emergency Management System (SEMS). All actions of the ______________________ (Organization) will be coordinated with other participating governmental agencies during a disaster.
4. Each party agrees to participate without assurance of cost recovery.

5. The __________________________ (Organization) agrees to respond to requests for mutual aid in other counties pursuant to the Emergency Services Act, Article 10, Sections 8610 et seq.

6. Each party agrees to participate in meetings and drills related to disaster relief.

7. The __________________________ (Organization) agrees to furnish educational materials and appropriate training relating to dealing with animals in a disaster.

8. Each party to this Memorandum of Understanding agrees to provide the other party with emergency phone numbers of designated personnel responsible for disaster relief. This list will be provided annually and updated when needed.

9. This Memorandum of Understanding is valid until revoked. The agreement may be revoked upon the request of either of the parties signed hereto. This understanding shall not be modified, unless the parties first agree to and approve such modification in writing.

10. Liability for response pursuant to mutual aid and declarations of emergency pursuant to the Emergency Services Act, Article 9.5, Section 8607; Article 10, Section 8610; Article 11, Sections 8615-8618 et seq.; Article 13, Section 8625 et seq.; Article 15, Section 8630 et seq. are potentially subject to the Emergency Services Act, Article 17, Section 8655 et seq.

11. To the extent that the equipment and/or facilities of any other governmental agency outside __________________________(County) are utilized or employed in any animal relief efforts covered by this memorandum of understanding, such equipment and/or facilities will remain under the control and supervision of _________(County) for the duration of the animal relief effort or until the originating governmental agency resumes custody of the equipment and/or facilities. The ________________________________ (organization) may exercise control and supervision of such equipment and/or facilities with the consent of the originating governmental agency.

12. In the event an emergency/disaster requires aid outside the jurisdiction of the Operational Area coordination shall be obtained through the county Emergency Operations Center according to the Standardized Emergency Management System (SEMS).
IN WITNESS THEREOF, this Memorandum of Understanding has been executed by and in behalf of the parties hereto as to the day and year first written.

__________________________  ________________________
Signature  Signature

__________________________  ________________________
Printed Name and Title  Printed Name and Title

__________________________  ________________________
Agency  Agency

__________________________  ________________________
Address  Address

__________________________  ________________________
City, State, Zip  City, State, Zip

__________________________  ________________________
Telephone  Telephone

__________________________  ________________________
Date  Date

** To ensure protection under Government Code §8655 et seq., volunteers should register as Disaster Services Workers with their local Disaster Councils.