

## **Memorandum of Understanding**

### **Regarding Emergency and Disaster Assistance Services**

This Memorandum of Understanding (MOU) is made and entered into by and between the County of XXX, hereinafter referred to as the "County," and XXX Emergency Evacuation Response Team, hereinafter referred to as "XXX," a XXX County-based nonprofit organization dedicated to providing livestock emergency evacuation service and preserving the welfare of animals.

Whereas, XXX has the experience and resources to assist the XXX County Office of Emergency Services (OES) with the evacuation of livestock, large animals, and any other domestic animals when officially activated during disasters requiring the services of trained cadre of horse handlers and horse transports; and

Whereas, both XXX and OES wish to work to save the lives of animals impacted by disasters wherever possible; and

Whereas, XXX and OES are both involved in promoting and preserving the welfare of animals; and

Whereas, the parties recognize the benefit of coordinating their respective response efforts to improve efficiencies and avoid overlapping areas of responsibilities during disaster responses, by leveraging resources, experience and the capabilities within each organization; and

Whereas, XXX and OES believe that this MOU will provide the structure and basis for implementing and expanding the capabilities of each party to respond to the needs of animals affected by disasters;

Therefore, XXX and the County (collectively, the "Parties") agree as follows:

## **I. Purpose and Scope of MOU**

The purpose of this MOU is to outline the Parties' respective roles and responsibilities in order to facilitate the rescue of large animals in the event of a non-routine, large scale emergency or declared disaster. The Parties agree that their mutual goal is to provide lifesaving services for animals impacted by non-routine emergency or disaster situations. This MOU does not restrict either of the Parties from participating in any activity or partnership with any other public or private agencies or organizations in furtherance of similar goals.

This MOU shall also identify the documents required for pre-incident vetting that supports the usefulness of XXX and will allow XXX to go operational with OES in the most timely and seamless manner practical.

XXX agrees to support and provide mutual aid when available to OES when County resources are overwhelmed and it is unable to meet the rescue, transporting, sheltering and general care needs of animal populations within its geographic area, specifically due to emergency or disaster conditions.

Should the XXX County Animal Services shelter become full during an emergency, forcing Animal Services to house displaced animals at the XXX (fairgrounds) or other alternate site, XXX volunteers will assist OES and Animal Services with the care of evacuated livestock and animals as available.

XXX personnel fit within the classification of disaster service worker volunteers described in 19 C.C.R. § 2572.1 (a), Animal Rescue, Care and Shelter.

## **II. Responsibilities of the Parties**

The Parties agree to:

- a. Conduct annual review of this document and make any revisions mutually determined to be necessary. All such amendments must be in writing and signed by the authorized representatives of both parties.
- b. Participate in the After-Action Reporting (AAR) process.

XXXX agrees that:

- a. OES is the lead agency that will provide direction and coordination when XXX' services are requested in XXX County.
- b. Upon request, XXX will calculate and maintain an estimated value of the services it provides to OES in the event such accounting is needed for disaster relief reimbursements.
- c. XXX will, once organizations are able to register with the State of California Office of Emergency Services system described in Govt. Code § 8588.2, register with the State as part of the statewide donations system.
- d. All XXX personnel will register with the State of California as Disaster Service Worker (DSW)s with XXX County.
- e. XXX shall maintain the following documents for each individual it deploys pursuant to this MOU:
  1. Current CA Driver's License
  2. Current proof of vehicle insurance and vehicle registration
  3. Trailer and vehicle inspections shall be conducted by Hold Your Horse Safety Technical Officer and records maintained by Hold Your Horses.
    - i. At the inception of this MOU, and annually thereafter, XXX shall provide the Office of Emergency Services Director with

vehicle and trailer inspection records. Trailer and vehicle inspections are at the cost of XXX and/or the owner of the vehicle or trailer.

4. XXX understands that the following documentation will be required to be completed during periods of response as directed by the Director of the Office of Emergency Services when requested:

- i. Upon arrival at the staging area, XXX will provide:
  - a. A comprehensive list of responding volunteers
  - b. A list of the vehicles and trailers, with descriptions, license plate numbers and name of driver and passenger(s) if applicable
  - c. A communication plan (on ICS Form 205)
  - d. Contact information for team leads and all responding volunteers
  - e. Provide a medical plan on an ICS 206 form to describe process for volunteer and/or animal injuries incurred during operational period

5. Contact information

6. The member's current "Volunteer Disaster Service Worker" registration form, including the signed loyalty oath

7. Vendor Card-Incident Safety Awareness for Hired Vendors

- i. Cal Fire, state fire safety course provides an awareness of fire line and incident safety to hired vendors who plan to engage in wildland fire suppression and other incident support activities. It includes an overview of hazards and safety issues, entrapment avoidance, incident organization, fire shelter deployment, and current issues.

8. XXX shall provide, upon the request of the Emergency Services Director, XXX FEMA Team Typing Recourse qualifications for members working as a Type I Animal Evacuation, Transport, and Re-Entry Team

f. At a minimum, the following training is required and must be completed by each individual XXX sends to work with XXX County pursuant to this MOU:

#### FEMA Courses

- i. FEMA ICS 100
- ii. FEMA ICS 200
- iii. FEMA ICS 700
- iv. FEMA ICS 800

All XXX personnel meeting the qualifications for FEMA Position: Animal Emergency Response Team Leader must complete:

- i. FEMA ICS 300
- ii. FEMA IS 10
- iii. FEMA IS 11
- iv. Trailer training (annually)
- v. Animal Response Team Training in the Community including live drills and handle techniques for large and small animals.
- vi. First AID techniques for large and small animals
- vii. Large and small animal handling courses
- viii. Incident Safety and Awareness

#### Cal Fire Courses

- i. Fire Safety "Vendor Card"??

- g. XXX will make sure its team is properly equipped with appropriate Personal Protective Equipment (PPE), to include but not limited to:
  - 1. Fire-resistant pants and jacket
  - 2. Protective boots and helmets available when needed
  - 3. Eye protection and gloves
- h. XXX agrees to perform all tasks requested by OES utilizing industry-approved equine and livestock handling techniques needed to accomplish said tasks. XXX further agrees to perform at best effort to complete given tasks while fulfilling the duties of DSWs as described in 19 C.C.R. § 2572.1.
- i. XXX will use animal intake forms, which will include dispatch ID number, prior to pick up and drop off at shelter location for reunification process. These shall include:
  - 1. Photos of animals when loading, if possible given time constraints
  - 2. Address at which animal was rescued
- j. XXX will leave notification of removal of animals on the front door of the property from which the animal was rescued, with the animal information, such as the dispatch ID number, and location of where animal is being taken.

County agrees that:

- a. Once County has requested the assistance of XXX, to expedite the process for XXX Strike Team Members to be sworn before an officer authorized to administer oaths to become active **Volunteer Disaster Service Workers** with the classification described in the California

Emergency Management Agency, Administrative Regulations under section 2572.1 (a), Animal Rescue, Care and Shelter.

- b. County agrees to provide incident and request numbers to XXX as soon as they become available and prior to demobilization.
- c. When it has requested the assistance of XXX pursuant to this MOU, County agrees to work with local partners to provide or make available to XXX secure space for overnight team parking, as well as additional "Wrap Around Services," which may include access to food preparation facilities and/or shower facilities.

### **III. Independent Contractor**

It is understood and agreed by the Parties that XXX is an independent contractor, and that no relationship of employer-employee exists between the County and XXX. Neither XXX nor any of its assigned personnel shall be entitled to any benefits payable to employees of the County. XXX hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this MOU or any services provided pursuant to the MOU.

It is further understood and agreed by the Parties that (1) except as specifically authorized by this MOU, neither XXX nor its assigned personnel shall have any right to act or speak on behalf of the County in any capacity whatsoever; and that (2) neither XXX or its personnel shall have any right to bind the County to any obligation whatsoever.

There are no third-party beneficiaries of this MOU, and no one except the Parties to the MOU may seek to enforce its terms.

### **IV. Conformity with Law; Safety**

- a. In performing services pursuant to this MOU, XXX shall observe and comply with all applicable federal, state, and local laws, ordinances, codes, and regulations, specifically including, but not limited to, all applicable provisions of the California Occupational Safety and Health Act.
- b. Accidents: If a death, serious injury or property damage occurs during performance of any task performed by XXX pursuant to this agreement, XXX shall: immediately notify OES, take all reasonable steps to preserve all physical evidence and information relevant to the actions that led to the accident/incident, write a narrative of the events and actions, photo document the scene as appropriate, and provide all of the above to County upon request.

**V. Term of Agreement; Termination; Amendments**

This MOU is effective upon signature by an authorized representative of each Party and shall remain in effect until terminated by either Party. It may be amended at any time by the mutual written consent of the Parties. Either Party may terminate this agreement at any time by providing 30 days' written notice to the other Party's representative(s). This MOU constitutes the entire agreement between the Parties, and no modification or addition will be valid unless signed by the Parties.

**VI. Notice and Designated Representatives**

All notifications made pursuant to this MOU shall be made to the following individuals:

COUNTY

XXX  
 Director of Emergency Services  
[XXX@co.ca.us](mailto:XXX@co.ca.us)  
 Office (XXX) XXX-XXXX  
 Cell (XXX) XXX-XXXX

ORGANIZATION

XXX  
[ABCRESUCUE@comcast.net](mailto:ABCRESUCUE@comcast.net)  
 (XXX) XXX-XXXX  
 XXX



[IMADIRECTOR@gmail.com](mailto:IMADIRECTOR@gmail.com)  
(XXX) XXX-XXXX

Contact information and person(s) to be notified may be changed by either Party by giving prior written notice thereof to the other Party.

## **VII. Indemnification**

XXX agrees to indemnify, hold harmless, and defend the County of XXX and its elected representatives, officers, officials, agents, employees, and volunteers from and against all claims, demands, losses, expenses, causes of action, or liability of any kind or nature arising from any negligent or willful act or omission of XXX or its members in performance of the work contemplated by this MOU.

County agrees to indemnify, hold harmless, and defend XXX from and against all claims, demands, and causes of action arising out of County's negligent or willful act or omission related to County's performance of its obligations pursuant to this MOU.

**VIII. Signatories**

By signing this agreement, signatory warrants and represents he/she executed this MOU in his/her authorized capacity and has the authority to bind his/her organization to the terms of this MOU.

**XXX County, Office of Emergency Services**

\_\_\_\_\_ Date: \_\_\_\_\_

**XXX, Director of Emergency Services**

**ORGANIZATION**

\_\_\_\_\_ Date: \_\_\_\_\_

**XXX, Chief of Operations**

**ORGANIZATION**

\_\_\_\_\_ Date: \_\_\_\_\_

**XXX, Co-Chief/Communications Manager**

**ORGANIZATION**

\_\_\_\_\_ Date: \_\_\_\_\_