

# Memorandum of Understanding Between the County of Fresno and the Central California Animal Disaster Team

## I. <u>Purpose</u>

The purpose of this Memorandum of Understanding ("MOU") is to document the relationship between the County of Fresno ("County") and the Central California Animal Disaster Team ("CCADT"). This MOU sets forth the terms of collaborative services between the County and CCADT.

## II. Organization Descriptions

The Fresno County Rabies and Animal Control Program operates within the Environmental Health Division (EHD) of the Department of Public Health (DPH). The County contracts with a designated vendor ("Provider") to perform animal-related services. During a disaster, the EHD has the responsibility of implementing the County's animal emergency response as defined in the County's Emergency Operations Plan and the Care and Shelter Plan.

CCADT is a 501(c)3 nonprofit, volunteer-led organization. Its purpose is to assist county and/or city animal service agencies, law enforcement, American Red Cross, and other emergency responders with displaced small companion pets, livestock and/or equine during emergencies or disasters. CCADT's geographical service area is California's Inland Region V that consist of Fresno, Madera, Merced, Fresno, Kings, Fresno, and Kern counties.

CCADT's disaster services are listed below. Each county within the region assigns CCADT with specific services as needed:

- Animal evacuation
- Emergency animal sheltering for small companion pets, livestock and equine
- Search and rescue of lost animals
- Care for animals sheltered-in-place
- Coordination of medical care for injured or sick animals impacted by the disaster
- Animal reunification
- Assistance with evacuation and care of a high volume of animals seized due to animal cruelty/neglect as requested by the County of Fresno.

## III. Independence of Operations

Each party to this MOU will maintain its own identity in providing service and establishing its own policies.

## IV. Methods of Cooperation

During times of natural or human-caused disasters, the EHD may require animal rescue and sheltering support that is beyond the staffing capacity of the County and its Provider. The three parties desire to work together as appropriate to provide emergency assistance when such need is required. The County and CCADT mutually agree to coordinate disaster response activities as follows:

### **Environmental Health Division**

- Upon request by the Office of Emergency Services, activates the opening of small and large animal emergency shelters.
- Activates the Provider and CCADT to assist with animal evacuation, emergency sheltering, and/or shelter-in-place animal care.
- EHD to activate and provide staff to operate the RedCap animal response program.
- Provides oversight of animal care at the emergency animal shelters.
- Coordinates medical care for injured or sick animals directly caused by the disaster.
- Provides demobilization instruction of emergency shelters.

## Central California Animal Disaster Team

- Coordinates with the Fresno County Emergency Operations Center,
- Coordinates with the EHD, Fresno County Sheriff Office, Provider, and the Fresno County Agriculture Department to assist with animal evacuation and shelter-in-place care.
- Provides volunteer assistance for emergency co-located or cohabitation shelters for domesticated small companion animals.
- Provides volunteer assistance for emergency sheltering for livestock, poultry/fowl, equine and exotic animals.
- Coordinates with EHD and the Provider to provide medical care for injured or sick animals in the field and emergency shelters.
- Provides equipment and supplies as necessary to operate the emergency shelters.
- Assists with animal reunification after evacuation orders are lifted.
- When available, provides replacement animal supplies to the evacuees who need assistance if their home is severely impacted or destroyed by the disaster.

## Additional Collaborative Services Provided by CCADT

- Provides educational materials and training relating to animals in a disaster.
- Participates in meetings and drills related to animal disaster response.
- Provides input to the Provider and the Office of Emergency Services regarding the County's Emergency Animal Response Annex.

## **CCADT Activation & Volunteers**

- CCADT do not self-deploy to disasters in any county. CCADT may only be activated to respond by the Animal Services Supervisor or her/his designee.
- CCADT volunteers must pass a minimum background check prior to providing service under this MOU. CCADT utilizes the nationwide services of Coeus Global for their volunteer background checks - <u>http://coeusglobal.com/</u>.
- CCADT will provide its best efforts to activate in a timely manner upon request; however, both parties acknowledge there are no legal requirements for CCADT to provide aid

under this MOU.

#### **CCADT Activation & Volunteers (continued)**

- If there is a simultaneous disaster in another county that CCADT serves, CCADT will determine and allocate its volunteers to the areas of most need.
- CCADT volunteers will be covered by applicable statutory immunities when specifically authorized by EHD to be activated for response, and to the extent of the law.
- CCADT will abide by the Standardized Emergency Management System ("SEMS") and Incident Command System ("ICS"). All actions of CCADT will be coordinated with EHD, Fresno County Sheriff's Office, and the Provider during a disaster response.

### V. <u>Responsibilities of Parties</u>

#### Both parties agree to:

- Conduct a review of this document upon request by either party. Revisions may be made as agreed by both parties by a duly executed amendment signed by both parties.
- Provide a 48-hour notification of any changes in the contact information
- Identify response deficiencies and determine corrective actions needed
- Keep each other informed of changing conditions and capabilities
- Other non-governmental agencies involved with animal welfare may be allowed to work under the direction of the Provider and/or CCADT. If EHD, Fresno County Sheriff's Office and/or the Provider refuses to work with any individual, group, or organization, CCADT will comply with that decision.

#### **County Responsibilities:**

- Disaster Service Worker: CCADT volunteers to be registered as Disaster Service Workers (DSW) under the state of California's DSW Volunteer Program during an activation in Fresno County. This DSW designation provides the volunteer to qualify to receive state workmen's compensation benefits if injured or sickness occurs while performing authorized disaster service duties. This may be accomplished by DSW pre-registration of volunteers within the County or executed per incident.
- Upon activation of CCADT, any purchases of supplies will be made in compliance with the procedures set forth in Exhibit A of this MOU.

### **CCADT Responsibilities:**

- CCADT will provide requested animal-related services as listed in Section IV.
- Will provide the equipment and supplies to operate the emergency animal shelter(s) to the best of its ability by utilizing donated funds
- CCADT shall document all work done in connection with this Agreement. Project identification codes will be utilized as directed by the Office of Emergency Services.
- Activity Log 214 forms will be completed for all volunteers every day of the incident.

#### Purchases Of Equipment & Supplies:

- If CCADT is unable to provide the necessary equipment/supplies, EHD and the Provider will be contacted to determine if they have the requested supplies in its inventory.
- If an emergency purchase needs to be made by CCADT and upon approval by the EHD, all purchases shall comply with the requirements as set forth in Exhibit A – *Requirements Expense Reimbursements During Disasters*, as attached in order to receive reimbursement.

#### Limitations of MOU

- The County and CCADT acknowledges that activation and services of CCADT under this MOU are not limited to emergencies or major disasters that receive a state-proclaimed or federal declaration.
- This MOU does not restrict either party from participating in any activity with other public or private agencies or organizations during a disaster.

## VI. Terms and Conditions

**Term:** This MOU is effective upon the date of execution and will remain in effect for three years. Both parties may extend this MOU for an additional period not exceeding two years, and if so, shall confirm this in writing 90 days prior to the end date to allow for update to the MOU and County governmental approval procedures.

**Independent Contractor:** CCADT is a nonprofit organization working under its own supervision and direction; and is not a representative or employee of the County.

#### No Authority to Bind County:

Except as expressly provided herein, CCADT has no authority, express or implied, to act on behalf of or bind the County to any obligation whatsoever.

#### No Agent Status:

No employee, agent, volunteer, or officer of CCADT shall be deemed for any purpose to be an employee, agent, or officer of the County.

**Contact Information:** Each party agrees to provide the other party with emergency phone numbers of designated personnel responsible for disaster relief. This information will be reviewed on an annual basis and updated when needed. (See Exhibit B.)

**Mutual Hold Harmless:** CCADT shall defend, indemnify and hold harmless County, its officers, employees, agents, and volunteers from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CCADT, its officers, agents, employees, or volunteers.

The County shall defend, indemnify and hold harmless CCADT, its officers, employees, agents, and volunteers from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its officers, agents, employees.

**Insurance:** Each party shall be responsible for its own actions or omissions and those of its respective employees or volunteers. Each party shall be individually responsible for providing insurance coverage in accordance with its existing employee and volunteer policies and practices. Each party shall maintain its own equipment in safe and operational condition. Auto insurance is the responsibility of the disaster service worker. Workers Compensation insurance for CCADT volunteers will be provided by State Compensation Insurance Fund, in accordance with the California Office of Emergency Services Disaster Service Worker Volunteer Program Guidance. This guidance is mentioned here by reference only and can be accessed via: http://www.caloes.ca.gov/cal-oes-divisions/planning-preparedness/disaster-service-worker-volunteer-program.

Alteration of Terms: The body of this MOU fully expresses all understandings of the parties concerning all matters covered and shall constitute the total MOU. No addition to, or alteration of, the terms of this MOU whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of a written amendment to this MOU which is formally approved and executed by all parties.

**Termination of MOU:** This MOU may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by County unless an opportunity for consultation is provided prior to the effective date of the termination.

**Miscellaneous:** Neither party to this MOU has the authority to act on behalf of the other party or bind the other party to any obligation. This MOU is not intended to be enforceable in any court of law or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

<u>Notices:</u> All notices, claims, correspondence, reports, and/or statements authorized or required by this MOU shall be listed on the contact information. (See Exhibit A.)

IN WITNESS WHEREOF, this MOU was executed by the parties hereto as of the date indicated below.

Central CA Animal Disaster Team

(Legal Name) By (Signature)

MOU -County of Fresno & CCADT September 2024 County of Fresno

(Legal Name)

By (Signature) ATTEST: BERNICE E. SEIDEL Clerk of the Board of Supervisors County of Fresno, State of California By Haname De:puty

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Naomi E. Tobias

Name (Printed)

**Chief Executive Officer** 

Title

<u>6/13/2025</u> Date

Ernest Buddy Mendes

Name (Printed)

Chairman of the Board of Supervisors of the County of Fresno

Title

7-8-2025

Date

MOU -County of Fresno & CCADT September 2024

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# EXHIBIT A

#### REQUIREMENTS FOR EXPENSE REIMBURSEMENTS DURING DISASTERS IN FRESNO COUNTY

## I. Purchasing of Equipment & Supplies

- Upon activation by EHD, if equipment/supplies are needed to augment the resources that EHD or Fresno Humane Animal Services (FHAS) has provided, CCADT will make best efforts to provide these resources utilizing their inventory of equipment/supplies.
- If the demand for equipment/supplies far exceeds the onsite resources provided by both FHAS and CCADT, and immediate resources are required, CCADT will coordinate with EHD to ask for specific donations and/or purchase the supplies needed to continue aid without interruption during response efforts. If equipment and supplies are purchased by CCADT with prior approval by the County, reimbursement costs will be provided by the County.



Fresno County	Central CA Animal Disaster Team
Name:	Name:
Fresno County Office of Emergency Services	Naomi E. Tobias
Title:	Title:
Duty Officer	Chief Executive Officer
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Name:	Name:
Terri Mejorado	Sally Thoun
Title:	Title:
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