

Mutual Aid Cooperative Agreement For Emergency Animal Assistance

Santa Cruz County Animal Shelter

City of Salinas

The Society for the Prevention of Cruelty to Animals for Monterey County

This Mutual Aid Agreement (“Agreement”) is made and entered into by and among the Santa Cruz County Animal Shelter (“SCCAS”), the City of Salinas (“City”), and the Society for the Prevention of Cruelty to Animals for Monterey County (“SPCA”) (collectively, the “Parties”, individually a “Party”).

WHEREAS, the Parties wish to prepare their agencies in the event of an emergency as declared by a local entity, the State of California and/or as defined under California Government Code § 8558; and

WHEREAS, each Party wishes to come to the aid of all other Parties in the event of an emergency or disaster; and

WHEREAS, pursuant to Government Code §8560, the Parties seek to develop an emergency plan to address issues concerning the safety and well-being of animals in the event of an emergency or natural disaster; and

WHEREAS, each Party is desirous of providing a reasonable and reciprocal exchange of emergency services, supplies, shelter, training, and other contributions, where appropriate; and

WHEREAS, the Parties are all involved in the welfare and care of animals; and

WHEREAS, to the extent feasible, to the extent it is not inconsistent with this Agreement, and as permitted by law, the Parties seek to incorporate the California Animal Response Emergency System program pursuant to Government Code §8608, into this Agreement; and

WHEREAS, this Agreement is made and entered into by and between the Parties, all of whom are capable of providing emergency services, supplies, shelter, and/or other contributions, in some capacity based on the respected positions of each Party; and

WHEREAS, each Party may offer personnel (staff, employees, and/or volunteers), equipment, supplies, shelter, and/or training which can be made available, in the spirit of cooperation and mutual aid, under this Agreement (as set out in the attached Exhibit A (SCCAS), Exhibit B (City), and Exhibit C (SPCA); and

WHEREAS, the SCCAS and City enter into this Agreement for the prudent use and reimbursement of emergency services including, but not limited to, personnel (staff, employees, and/or volunteers), equipment, supplies, shelter, and/or training utilized in assisting any Party participating in this Agreement; and

WHEREAS, the Parties agree that their mutual goal is to provide lifesaving, aid, care, and/or support services for animals impacted by emergency or disaster situations; and

WHEREAS, the Parties do not desire that this Agreement cover single incident responses, but shall only apply when an emergency and/or natural disaster occurs consistent with Federal, State and local laws, rules and regulations; and

WHEREAS, the Parties do hereby seek to enter into this Agreement in order to be prepared in case of an emergency and agree to the services, terms, and conditions set out below.

NOW THEREFORE, it is agreed as follows:

1. The term of this Agreement shall last for five (5) years from the date of execution noted below. The Parties may mutually agree in writing to extend this Agreement for two (2) additional one-year terms. The Parties may mutually agree in writing to terminate the Agreement at any time. A Party may withdraw from participating in the Agreement, provided it gives written notice to the other parties at least seventy-five (75) days in advance of the effective date of its withdrawal. For purposes of this Agreement, notice shall be given as follows:

SCCAS:

Attn: General Manager
Santa Cruz County Animal Shelter
220 7th Avenue
Santa Cruz, California 95062

City:

Attn: Chief of Police
Salinas Police Department
City of Salinas
222 Lincoln Avenue
Salinas, California 93901

SPCA:

The SPCA for Monterey County
Attn: Executive Director
1002 Monterey-Salinas Highway
Salinas, California 93908

2. The authorized designee of a Party to this Agreement may request emergency personnel (staff, employees, and/or volunteers), equipment, supplies, shelter, and/or training in accordance with this Agreement, the Standardized Emergency

Management System ("SEMS"), the California Animal Response Emergency System program pursuant to Government Code §8608, and/or California Government Code §8659(b). Such designees shall be listed in each Party's exhibit to this Agreement.

3. In responding to the request of an affected Party ("Requesting Party"), each assisting Party ("Assisting Party") shall provide emergency personnel (staff, employees, and/or volunteers), equipment, supplies, shelter, and/or training and assistance to the Requesting Party, to the extent they are reasonably available, and shall use best efforts to be ready and to meet the requested needs of the Requesting Party. Such a request shall be known as a "Request for Assistance" or "RFA".
4. This Agreement is neither a fiscal nor funds related obligation contract. Nothing in this Agreement authorizes or is intended to obligate the Parties to expend or exchange funds, unless explicitly set out herein or unless otherwise agreed between or among the Parties.
5. A Requesting Party shall be financially responsible for the reasonable and actual costs of emergency personnel, equipment, travel, and supplies received pursuant to that Requesting Party's request for such assistance. This includes that a Requesting Party shall reimburse an Assisting Party for their mileage at the State of California mileage reimbursement rate upon submission of the appropriate and requisite paperwork and supporting documents, including an invoice. A Request Party may also be responsible for additional costs, fees, and damages as mutually agreed upon by the Parties. Such additional costs, fees, and damages that may be accounted for are included within Exhibit D. For all cost recovery, accurate records and documents related to assistance requests hereunder shall be maintained by both the Requesting and the Assisting Party.
6. Within one hundred eighty days (180) following its provision of services and supplies for a disaster or calamity, an Assisting Party shall present its billing/invoice and a precise accounting of its costs for the incident to the Requesting Party. The Requesting Party shall pay this billing within ninety (90) days of its receipt unless otherwise agreed to in writing by the Assisting and Requesting Parties. The SPCA will not bill or otherwise seek reimbursement for its provision of services as an Assisting Party pursuant to this Agreement.
7. Each Party shall be ultimately responsible for the assignment of its personnel, supplies, and equipment among the Parties, but shall coordinate with the other Parties to the best means possible and consistent with this Agreement.
8. All Parties shall use reasonable efforts to try to ensure any necessary paperwork and/or records are accounted for and available in case of an emergency, provided, however, it cannot guarantee such actions.
9. A Requesting Party shall provide sufficient notice, as soon as practically possible, to an Assisting Party that it needs assistance per this Agreement and will need to use

the property(ies), as described below and the exhibits for each Party. A Requesting Party shall use best efforts to specify the particular assistance needed.

10. Any RFA as described in this Agreement must be authorized by the appropriate representatives of each Party.
11. When a Requesting Party representative contacts an Assisting Party representative to implement the terms of this Agreement per a RFA, the Assisting Party shall not unreasonably deny that request.
12. In accordance with the state and local laws, rules, and regulations, any site involved with animal care and sheltering in a post emergency response and recovery phase would be supported by the Office of Emergency Services to provide support as needed for supplies, personnel, and services according to the California Standardized Emergency Management System ("SEMS"), and in conformity with the Incident Command System ("ICS").
13. As noted above, details as to amounts and types of assistance available, methods of dispatching same, communications during the event, training programs and procedures, and the names of persons authorized to send and receive such requests, together with lists of equipment and personnel that may be utilized, shall be developed by the Parties, and are attached as individual exhibits to this Agreement (Exhibits A, B, C). Such details shall be provided to the signatories of this Agreement.
14. A Requesting Party and/or an Assisting Party hereby grants permission to the other Parties and their agents, affiliates, volunteers, and/or employees within the course and scope of their employment to use its real property(ies), which are set out in the exhibits to this Agreement for the purpose of allowing a Party to use its facilities and resources in the event of an emergency to address the needs of animals. These services will last until such time that the Parties mutually agree that the services may be ceased, provided, however, an Assisting Party ordered to do so by its home entity/agency upon providing reasonable notice to the Requesting Party.
15. The Requesting Party is the controlling authority for directing the use of emergency services within its jurisdiction, provided, however, nothing herein shall in any way limit and/or contradict the rights and regulations of the Assisting Party as to their personnel (including staff, employees, and/or volunteers). In those instances where the Assisting Party's operational area providers arrive on scene before the Requesting Party, the Assisting Party's personnel will take only such action as determined reasonably necessary to address the emergency situation.
16. The Parties shall share all policies and procedures of their respected agencies with the other Parties to this Agreement prior to execution, which shall be attached as Exhibit E. Within ninety (90) days after this Agreement is executed, should the Parties believe that there is/are discrepancies and/or inconsistencies between a

Party's policies and procedure with another Party(ies), the Parties shall meet and confer in good faith in attempt to resolve those differences for purposes of this Agreement, and may appropriately amend the Agreement to reflect any mutually agreed upon conclusions. Otherwise and/or if another dispute arises, the policies and procedures of the Party who has ultimate control of the animal shall be controlling, unless otherwise agreed to be the Parties in writing.

17. A Requesting Party agrees to indemnify, defend at its own expense, and hold harmless the Assisting Party and its authorized agents, employees, officers, volunteers, and affiliates from any and all liability claims, losses, damages, or expenses, including reasonable attorneys' fees and costs, for personal injury (including death) or damage to property or losses arising from acts or omissions of the Requesting Party or its authorized agents, officers, volunteers, affiliates, and employees in the course of rendering services pursuant to the Requesting Party's request for assistance, including any negligent acts or omissions and for any costs or expenses incurred by the Assisting Party or Requesting Party on account of any claim thereof, except when such liability, claims, losses, damages, or expenses were caused by the gross negligence or willful misconduct of the Assisting Party and/or its employees, agents, volunteers, affiliates, or representatives.
18. An Assisting Party agrees to indemnify, defend at its own expense, and hold harmless the Requesting Party and its authorized agents, officers, volunteers and employees from any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, for personal injury (including death) or damage to property or losses arising from acts or omissions of Assisting Party or its authorized agents, officers, volunteers and employees in the course of rendering services pursuant to the Requesting Party's request for assistance (excluding acts or omissions that are a direct result of a Requesting Party's sole direction), including any negligent acts or omissions and for any costs or expenses incurred by the Assisting Party or Requesting Party on account of any claim thereof, except when such liability claims, losses, damages, or expenses were caused by the sole negligence or willful misconduct of the Requesting Party and/or its employees, agents, volunteers, affiliates, or representatives.
19. The Parties' indemnification obligations set forth in this Agreement shall survive expiration or termination of this Agreement, consistent with any applicable statute of limitations for claims that may arise from this Agreement. It is the further intent of the Parties that, where negligence is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate costs of any loss, damage, expense and liability attributable to the Party's negligence.
20. The Parties agree that they each shall maintain insurance that shall be in effect at all times during the term of this Agreement. Such insurance shall cover any claim of liability arising out of the performance of this Agreement, which shall include Commercial General Liability, Workers' Compensation Insurance, and Employers Liability Insurance. Each policy shall have limits of no less than \$1,000,000.00 per

accident for bodily injury or disease. Each Party is responsible to notify the other Parties within thirty (30) days of any cancellation, non-renewal or material change that affects required insurance coverage. In the event a Party fails to keep in effect at all times the specified insurance coverage, a Party may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement. The Parties may individually meet the requirements of this section by maintaining one or more policies of self-insurance.

21. The Agreement expresses all understanding of the Parties concerning all matters covered and shall constitute the entire Agreement, whether by written or verbal understanding of the Parties, their officers, agents or employees. No change or revisions shall be valid unless made in the form of a written amendment to this Agreement that is formally approved and executed by all the Parties.
22. This Agreement shall in no way affect or have any bearing on any preexisting resource assistance or mutual aid contracts between any of the Parties for animal and/or rescue services. To the extent an inconsistency exists between such contract and this Agreement, the former shall control and prevail.
23. This Agreement does not relieve any of the Counties from the necessity and obligation of using its own resources for furnishing emergency medical and public health services within any part of its jurisdiction. An Assisting Party's response to a request for assistance will be dependent upon the existing emergency conditions with its jurisdiction and the status of its resources.
24. This Agreement shall not be construed as, or deemed to be an agreement for the benefit of anyone not a Party hereto, and anyone who is not a party hereto shall not have a right of action hereunder for any cause whatsoever.
25. Notices hereunder shall be sent by first class mail or by electronic mail to the contact(s) and addresses noted in Section 1 of this Agreement.
26. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.
27. No relationship of employer and employee is created by this Agreement between the Parties it being understood that each Party shall act hereunder as independent agencies. This Agreement is not intended to and shall not be construed to create the relationship between the Parties of agent, servant, employee, partnership, joint venture, or association. Nothing in this section or Agreement shall limit the subrogation or indemnification rights of the Parties.
28. The Parties agree that they each shall comply with the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era veteran's status, political affiliation, or any other non-merit,

factors, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

29. Nothing contained in this Agreement shall be construed to permit any Party hereto to assign or transfer any rights under this Agreement and any such assignment or transfer is expressly prohibited and void unless otherwise approved in writing by the Parties to this Agreement.
30. All records and reports prepared in the performance of this Agreement shall be maintained by the Parties. The Parties agree to comply with all applicable laws concerning the maintenance and disclosure of records and reports prepared in the performance of this Agreement.
31. This Agreement shall be subject to the laws of the State of California. The exclusive venues to enforce or resolve a dispute arising from, related to, or regarding this Agreement shall be the Superior Courts of the County of Santa Cruz (if the incident in question occurs in Santa Cruz County) or County of Monterey (if the incident in questions occurs in Monterey County), provided, however, the Parties involved in a dispute arising from, related to, or regarding this Agreement must first attempt to mediate any dispute before an agreed upon mediator. The Parties shall equally split all mediation fees and costs.
32. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. State and/or Federal Disaster Declaration: In the event that Santa Cruz County and/or Monterey County is included in a State and/or Federal Disaster Declaration, the Party affected by this declaration shall make the other Parties aware of any programs that they may be eligible to apply for to help recover costs and expenditures allowable under law and the regulations of State and/or Federal Disaster Assistance. An Assisting Party should keep detailed accounting of all costs incurred while assisting the Requesting Party with the care and shelter of animals affected by the declared disaster event if they wish to apply for federal disaster assistance.
34. To the extent any Party, subsequent to the Effective Date of this Agreement, becomes a signatory or member of a local, county, state, and/or federal office of emergency services agreement or contract, which may affect the terms, conditions and/or obligations of this Agreement, upon written notice the Parties shall meet and confer in good faith to determine what, if any, changes and/or amendments are required in light of the Party participating in such an agreement.

35. The Parties, by unanimous consent, may agree to add other public entities, including cities, counties, and/or other special governmental agencies or powers, or non-profits, to become a Party to this Agreement. This Agreement be amended to reflect the admission of a new Party, consistent with Section 21 herein.
36. The Parties agree that any and all employees, agents, volunteers, and/or affiliates who are involved in any way in the services and/or events described herein, directly or indirectly, shall have all necessary and mandatory training required to ensure that those assigned to assist, work with, and/or aid a Requesting Party under this Agreement comply with all state, local, federal, and agency-mandated training. The Parties agree to allow the assigned employees, agents, volunteers, and/or affiliates adequate time to participate in any mandatory training. The Parties also agree to provide training for assignments that are specific to its needs related to this Agreement.

IN WITNESS WHEREOF, each Party has caused this Agreement to be subscribed on their behalf by their respective duly authorized officers, on the day, month and year noted.

Date: _____

By: _____

Name:

Title:

On Behalf of Santa Cruz County Animal Shelter

Date: _____

By: _____

Name:

Title:

On Behalf of City of Salinas, California

Date: _____

By: _____

Name:

Title:

On Behalf of the SPCA of Monterey County

EFFECTIVE DATE: _____

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CRUZ
DANA McRAE

By: _____

L. David Nefouse, Assistant County Counsel

CITY ATTORNEY, CITY OF SALINAS

By: _____
Chris Callihan, City Attorney

EXHIBIT A – SCCAS

Designee: Todd Stosuy

List/Description of Services:

5 Animal Control Vehicles (2 with 4 wheel drive)
1 Pickup Truck
1 Livestock Trailer
1 Passenger van
6 Animal Control Officers
10 Animal Care Staff (3 RVT's)
2 Veterinarians
7 Client Service Staff
1 Volunteer Coordinator
1 Behavior and Training Coordinator
400 active volunteers
Animal Housing space for companion animals, livestock and exotics (including access to Fairgrounds and Graham Hill Showgrounds)
Portable Kenneling/Pens
Foster Homes
Nets
Cats/small animal live traps
Dog live traps
Snappy snares
Catch poles
Snake tongs
Dedicated 2 way radio system
Portable radios

EXHIBIT B – CITY OF SALINAS

Designee Cynthia Burnham

List/Description of Services:

- 2 Animal Control Vehicles
- 2 Animal Control Officers
- 1 Animal Services Supervisor
- 3 Animal Care Staff
- 1 Animal Services Office Assistant
- 6 Euthanasia certified staff
- 25-40 active volunteers
- Animal Housing space for companion animals
- Portable Kenneling/Pens (limited)
- Nets
- Cats/small animal live traps
- Dog live traps
- Snappy snares
- Catch poles
- Portable radios

EXHIBIT C – SPCA

Designee: Scott Delucchi

List/Description of Services:

HOUSING SPACE

Companion animals

Wildlife

Livestock

Exotics

Portable Kenneling/Pens

Foster homes

VEHICLES

4-wheel drive

Full size pickup trucks

Full size vans

Dedicated animal transport vehicle - full Size

Cargo transport van - full size

Fuel capacity greater than 35 gallons

Rear A/C

Horse/livestock trailer

Equipment transport

Full size passenger vans

RESCUE EQUIPMENT

Nets

Tranquilizer guns

Boats

Cat/small animal live traps

Dog live traps

Winch

Snappy snares

Catch poles

Wet suits

Life jackets

Tack

Snake tongs

Herding boards

AED - Automated External Defibrillator

Generators equal to or greater than 5,000 watts

Portable indoor/outdoor lighting

Portable indoor/outdoor heaters

Refrigeration

COMMUNICATION EQUIPMENT

Cell phones
PTT cell phones (Push to Talk)
FCC License/repeater use
Dedicated 2-way radio system
Ham radio interoperable with OES
Interoperable directly with OES
Laptop with Wi-Fi
Laptop with mobile aircards
Scanners

PERSONNEL: TRAINED AND/OR CERTIFIED

Tranquilizer Gun - Trained
Swift Water Rescue - Trained
Livestock handling - Trained
Wildlife handling - Certified
Search & Rescue - Trained
CPR - Certified (Cardio Pulmonary Resuscitation)
First Aid - Certified
AED - Certified (Automated External Defibrillator)
HAZWOPER - Certified (Hazardous Waste Operations and Emergency Response)
CAWA - Certified (Certified Animal Welfare Administrator)
NIMS - Certified (National Incident Management System)
Search and rescue dogs (Dog)
Veterinarian - Licensed
RVT - Licensed (Registered Veterinary Technician)
FCC - Licensed (Federal Communications Commission)
Class C Vehicle - Licensed
Euthanasia - Certified
Animal Handler - Trained
4 Wheel Drive - Trained
Volunteer Coordinator - Trained

EXHIBIT D – ADDITIONAL COSTS AND FEES THAT MAY BE RECOVERED

[RESERVED]

EXHIBIT E - POLICIES

[RESERVED]