

**MEMORANDUM OF UNDERSTANDING REGARDING:  
The humane care, transport, and housing of stray and/or rescued animals from  
LOCATION  
that have been displaced by a declared emergency or disaster**

**BETWEEN:**

**Organization #1**

**For the purpose of this template will be hereinafter referred to as the *sending organization***

And

**Organization #2**

**For the purpose of this template will be hereinafter referred to as the *receiving organization***

The **sending organization: define, *as an example***; is a private non-profit organization dedicated to the elimination of animal suffering.

The **receiving organization: define, *as an example***; is a county governmental agency, responsible for protecting the public from stray, homeless and dangerous animals.

## **I. PURPOSE**

This memorandum of understanding is to establish a relationship between the **sending organization** and the **receiving organization**.

Under the authority of the **sending organization**, the **receiving organization** will oversee the care and housing of rescued or stray animals transferred from **location**, and other **cities, municipalities, counties, etc** that are participating in a Regional Response, who have been displaced by an emergency or disaster until such point that the **sending organization** can resume normal operations at their own animal sheltering facility.

## II. CONCEPT OF OPERATIONS

Each party to this statement of understanding is a separate and independent organization. As such, each organization retains its own identity and each organization is responsible for establishing its own policies and financing its own activities.

## III. DEFINITION OF A DISASTER

A disaster is a threatening or occurring event of such destructive magnitude and force as to dislocate people and animals, separate family members, damage or destroy homes, and injure or kill people and animals. The term **disaster** as used in this document produces immediate suffering and implies that the **sending organization** is in jeopardy of not being able to supply basic safety and husbandry needs for the animals in their care or jurisdiction. Examples of such disasters include but are not limited to: floods, tornadoes, hurricanes, typhoons, winter storms, tsunamis, hail storms, wildfires, windstorms, epidemics and earthquakes. Human caused disasters - whether intentional or unintentional – include residential fires, building collapses, transportation accidents, hazardous materials releases, explosions and domestic acts of terrorism.

## IV. AUTHORITY

The CEO or their designee of each organization will be the only one to make decisions required by this MOU unless they have either:

- Become incapacitated and then the appointing authority of the organization will identify the acting CEO
- Or city, county, state or federal law requires operational decisions contrary to the actions required by the agreement

**This section can also be used to define the municipal code, document, law or statute that defines where the sending organization gets it's authority over the animals at risk**

## V. PROCEDURE

Under the authority of the **sending organization**, the **receiving organization** will oversee with the assistance of the **sending organizations** staff and volunteers (if available) all animal shelter operations once they take responsibility for the animals and their care has been transferred to them. Together, the sending organization and receiving organization will confirm when that has occurred and provide and coordinate the following services when applicable in response to a disaster that effects the **sending location** area:

- Identify, setup and staff a permanent or temporary animal relief shelter or transfer said animals to the **receiving organizations** locality or other identified site as benefits the circumstances and as mutually agreed upon
- Implementation of record keeping and identification system

- Coordination of veterinary care for sick and injured animals
- Coordination of animal food and supplies
- Lost animal documentation
- Reuniting animals with caregivers
- Arranging for the adoption or export of unclaimed or surrendered animals

## VI. ADMINISTRATION

In order that the resources of the **sending organization and the receiving organization** may be coordinated and used to the fullest advantage in rendering disaster relief, both organizations agree that:

1. A close liaison will be maintained between the **sending organization and the receiving organization** by telephone, email, facsimile and other means. This communication will include providing such information as disaster reports and situation reports. Each organization will share current data regarding disasters, disaster declarations and changes in personnel and policies. Interaction and communication will be encouraged at all appropriate levels of both organizations as defined and agreed upon by the CEO or in their absence the identified senior operational person for each organization.
2. **The Sending organization and the receiving organization** will keep each other updated as to the contact information of personnel who are available 24 hours a day, 7 days a week to ensure that any issues or concerns that may arise will be attended to in a timely fashion. Both organizations will make every attempt to ensure that a person with authority to implement decisions will be available 24/7.
3. **The sending organization and the receiving organization** agrees to work within the City/County/State/ Federal Incident Command structure in place and recognized by the sending organizations municipality, reporting directly to the **sending organization** for all aspects covered under this MOU.
4. **The receiving organization** agrees to enter the **City/County/State** before or following a disaster only upon the invitation of the **sending organization**. **The receiving organization** agrees to not self-deploy or encourage others to self-deploy regardless of the scope of the disaster. **The receiving organization** staff and volunteers' geographic access will be limited to the areas affected by the disaster as specified by **the receiving organization** or the appropriate municipal authority
5. Under the authority of **the sending organization, the receiving organization** once it has taken responsibility as defined in section V will coordinate animal shelter relief efforts in cooperation with resources available to them including other local animal shelters, federal, state and local government officials, and other pertinent organizations or volunteers in their jurisdiction or as assigned by the sending organization. **The sending organization and the receiving organization** will inform the appropriate local, city, county and state officials in both locals of this agreement and will urge full cooperation.
6. **The receiving organization** will assist the **sending organization** in the process of coordinating the credentialing of volunteers and adhere to volunteer credentialing requirements as they pertain to shelter operations, including, but not limited to, ensuring that all volunteers and staff on site or while on duty prominently display their credentials

at all times. All staff and volunteers must surrender all official credentials prior to departure from the response or at the request of the Incident Commander. Any **Receiving organization** staff or volunteers that misuse response credentials to gain access to unauthorized areas will be cause for immediate dismissal of the individual. To enable pre-credentialing (response worker badge issuance) purposes, **receiving organization** will provide **Sending organization** with a list of **Receiving organization** staff and lead volunteers who are anticipated to be deployed to **Location** for emergency responses. (Suggest no later than **Date and updated Bi annually**). The **Sending organization** will provide this information to any responsible and appropriate municipal authorities.

7. To ensure that each agency, its staff and volunteers are working efficiently, the **receiving organization** will coordinate with the **sending organization** in the preparation and management of Standard Operating Policies and Procedures that will outline the actions and responsibilities of both organizations when the sending organization makes a request for assistance. *Policies and Procedures regarding; what circumstances will trigger assistance, how it will be decided when to move animals and why and how they will be handled in the move and cared for will be regional and institution specific. SAWA will provide examples from member institutions and recommends P&P for the two organizations working together be attached as addendums and referenced here.*
8. The **sending organization** and the **receiving organization** will make every effort, through their public information offices to keep the public informed of their cooperative efforts. The **sending organization** and the **receiving organization** agree to positively acknowledge each agency's contribution to disaster response, as well as any other governmental agency or responsible non-governmental organization that participated in the response.
9. The **sending organization** will coordinate and ensure that all equipment necessary to house, transport or care for the animals and the staff /volunteers staying within the disaster area or the geographical area of their daily work will be provided. The **receiving organization** will be responsible for the same once the animals have entered their geographical boundaries.
10. It will be the responsibility of the organization that borrows any equipment or property used in the relief work to return said equipment or property in a reasonable time and condition excluding any wear and tear incurred in the proper use of the equipment and property, once the disaster has past or if required by the loaning individual or organization.
11. The **receiving organization** will work cooperatively with all organizations with which the **sending organization** has an established MOU. The **receiving organization** agrees to provide support to those officially recognized agencies working under the direction of the official response agencies and will not engage, support, or encourage those agencies or individual volunteers working outside the system.
12. Both organizations agree to abide by regulations regarding press. All press releases and media presentations released to the media in the affected area, related to the event in which agencies are engaged in must be approved by the Event PIO as recognized by the **sending organization** unless prior to issuance unless other arrangements have been made by the executive officer of the sending organization.

13. **Receiving organization** marked attire will be provided to **receiving organization** deployed staff and volunteers only; all other staff/volunteers will wear their agencies uniform or **sending organization** attire.
14. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
15. **Sending organization** shall not be liable for any portion of any expenses incurred by **receiving organization** unless **Sending organization** has expressly agreed to assume such expenses, in writing, prior to the incurrence of such expenses by **receiving organization**.
16. Nothing in this agreement shall be so construed as to provide either party with the authority to bind the other to any agreement, undertaking, cost, liability or expense of any nature. Neither party shall be entitled to any rights of possession, custody, ownership or control, either expressed or implied, of the tangible resources provided by the other party.
17. **Receiving organization** shall defend, hold harmless and indemnify the **sending organization** and its officers, agents, employees, volunteers and each of them in all capacities from and against all claims, causes of action, lawsuits, costs, damages, fines, judgments, penalties, losses, liabilities or expenses arising from any services or activities undertaken by **sending organization** pursuant to this MOU, excepting only any claims, causes of action, lawsuits, costs, damages, fines, judgments, penalties, losses, liabilities or expenses arising from the sole negligence of **sending organization**, its officers, agents, employees and volunteers.
18. **Sending organization** shall defend, hold harmless and indemnify **receiving organization** and its officers, agents, employees, volunteers and each of them in all capacities from and against all claims, causes of action, lawsuits, costs, damages, fines, judgments, penalties, losses, liabilities or expenses arising from any services or activities undertaken by **receiving organization** pursuant to this MOU, excepting only any claims, causes of action, lawsuits, costs, damages, fines, judgments, penalties, losses, liabilities or expenses arising from the sole negligence of **receiving organization** its officers, agents, employees and volunteers.
19. Nothing in this MOU shall be so construed as to create a relationship of employer and employee, or principal and agent, partnership or joint venture as between **Sending organization** and **Receiving organization**.
20. The use of the name and emblem of either organization by the other shall be allowed only in the case of particular projects undertaken pursuant to the prior express written consent of the organization and when such projects are in conformity with that organization's regulations.
21. The **Sending organization** recognizes that the **receiving organization** is dependent upon voluntary public financial support (or if it is a public agency then public funds) to carry out its programs. Each organization will be sympathetic with the other organization's

position in conducting special appeals and campaigns for funds during times of disaster and will help interpret the need for such to its membership.

22. The **receiving organization** agrees to demobilize upon the request of the **sending organization**. The receiving organization reserves the right to set limits on what it can do or how many animals it can take responsibility for dependent on its resources at the time.

## **VII. COMPLETE LIST OF CONTACTS**

This paragraph provides a list of the personnel from each agency or cooperator that will have working knowledge of the agreement and will be overseeing its administration.

### **Sending organization**

Name  
Title  
Office:  
Cell:

Name  
Title  
Office:  
Cell:

Name  
Title  
Office:  
Cell:

### **Receiving organization**

Name  
Title  
Office:  
Cell:

Name  
Title  
Office:  
Cell:

Name  
Title  
Office:  
Cell:

**VIII. COMMENCEMENT/EXPIRATION DATE**

This Memorandum of Understanding (MOU) shall be effective upon signature and terminate on \_\_\_\_\_, 20\_\_\_. Six months prior to termination, the parties shall meet to review the progress and success of the MOU and determine whether it shall be extended for an additional five years. In no event shall any extension of this MOU be for a period exceeding five years. This MOU may be terminated at any time by written notification from either party to the other.

**IX. SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last date written below.

_____	_____
Name	DATE
Title	
Sending organization	

_____	_____
Name	DATE
Title	
Receiving organization	