

Memorandum of Understanding
Between:
Brazoria County
And
SPCA of Brazoria County.
Concerning:

The transportation, rescue, humane care and housing of stray and/or rescued companion animals from Brazoria County that have been displaced by a declared emergency or disaster.

I. MISSION

It is the mission of the Brazoria County through its Office of Emergency Management's Animal Issues Committee (BCOEM) to effectively prepare for, respond to, recover from, and mitigate animal-related emergency situations and disasters in Brazoria County.

SPCA of Brazoria County (SPCAoBC) is committed to leading the community to a time when there are no more homeless pets by focusing on primary objections: Education, Spay/Neuter, Adoption, and a providing a World Class Shelter. SPCAoBC is an all-volunteer 501.c.3 nonprofit organization with members throughout the United States of America.

II. PURPOSE

This memorandum of understanding is to establish a relationship between SPCAoBC and the Brazoria County Office of Emergency Management in preparing for and dealing with the rescue, transportation and care of stray, abandoned or rescued companion animals in disaster situations.

III. 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.

1. BCOEM will provide a facility within the county that will act as a shelter/staging area for all companion animal related operations during the disaster.
2. BCOEM will provide waste removal from the shelter area.

IV. 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. A disaster produces immediate suffering and basic animal needs cannot be promptly or adequately addressed by the affected people. Natural disasters include floods, tornadoes, hurricanes, typhoons, winter storms, tsunamis, hail storms, wildfires, windstorms, epidemics and earthquakes. Human caused disasters –whether intentional or unintentional – include wild fires, building collapses, transportation accidents, explosions and domestic acts of terrorism.

V. PROCEDURE

Under the authority and at the request of the BCOEM, SPCAoBC will be deployed under the authority of the BCOEM to provide and coordinate the following services in response to a disaster that hits Brazoria County: Provide support to the shelter, arrange for volunteers to help with intake, day to day care, reporting, documenting, and additional activities related to the care and management of abandoned stray, stranded and owned companion animals from areas affected by a disaster. Rescued companion animals will be returned to their rightful owner after proper identification of companion animal and owner. Any companion animal not successfully returned to owners by SPCAoBC will be considered stray and be turned over to the care of the SPCAoBC for adoption.

VI. ADMINISTRATION

In order that the resources of BCOEM and SPCAoBC may be coordinated and used to the fullest advantage in rendering disaster relief, both organizations agree:

1. SPCAoBC will keep BCOEM updated as to the contact information of paid personnel and volunteers who are involved in our county efforts in order to ensure that any issues or concerns that may arise will be attended to in a timely fashion.
2. SPCAoBC agrees to work within the County/ State / Federal Incident Command structure, reporting directly to BCOEM – Animals and Natural Resources Desk for all issues covered under this MOU.
3. SPCAoBC agrees to enter the Brazoria County region before or following a disaster only upon the invitation of the BCOEM and agrees not to self-deploy or encourage others to self-deploy regardless of the scope of the disaster. Initial contact by SPCAoBC with the Animals and Natural Resources desk, located at the EOC at 979-864-1411 will be the first step in getting SPCAoBC into Brazoria County. Contact person for SPCAoBC is the current president of the board. SPCAoBC may request through the Animals and Natural Resources Desk representatives that they (SPCAoBC) be given an escort from the county line to the EOC where credentials can be issued.
4. Under the authority and at the direction of BCOEM, SPCAoBC will act as the lead agency in the coordination of companion animal rescue, transport and shelter relief efforts in cooperation with federal, state and local government officials, and other pertinent organizations or volunteers. Other organizations not authorized by other local ordinance or statute, wanting to be involved in companion animal rescue, transportation or sheltering operations must be authorized by BCOEM, with input from SPCAoBC. BCOEM will inform city, county, regional, state and federal officials of this agreement and will urge full cooperation.
5. Credentials for SPCAoBC volunteers will be administered through the EOC by the Animals and Natural Resources Desk. SPCAoBC volunteers will prominently display their credentials at all times. SPCAoBC staff and volunteers must surrender all official credentials prior to departure from the response or at the request

of the BCOEM Officials. Any SPCAoBC staff or volunteer that misuses response credentials will be subject to immediate dismissal. BCOEM will strive to issue credentials as rapidly as possible.

6. Recognizing the need for advising the public of the work of both organizations, BCOEM and SPCAoBC will make every effort, through their public information officers (PIO) to keep the public informed of their cooperative efforts. Coordination of press releases commences immediately upon initiation of a request for assistance from the BCOEM to SPCAoBC. All press releases drafted by SPCAoBC pertaining to joint rescue/ transport/ sheltering from the disaster area must be reviewed and approved by a designated BCOEM official prior to public dissemination. BCOEM has the right to strike or modify any statement within the release that it determines is detrimental to the organization's image or those of its partners, or to withhold said information if it compromises the safety of its employees, volunteers, partners or the companion animals being rescued/ transported/ sheltered. All significant changes will be reviewed by the designated lead SPCAoBC PIO and the designated official for BCOEM.
7. Together, the BCOEM and SPCAoBC will make every effort to ensure that all equipment necessary to rescue, transport and care for the companion animals and the volunteers staying on site will be provided by the BCOEM, SPCAoBC and/or other agencies through either donation or by request to the EOC. Equipment and/or materials for the purpose of joint operations will be available to each agency and must be accounted for through regular inventory.
8. Should SPCAoBC assist in the sheltering of companion animals, SPCAoBC, BCOEM and any other agencies assisting with the care of the companion animals are responsible for returning any property used as a companion animal rescue shelter to its pre-companion animal rescue condition upon ceasing companion animal rescue sheltering operations.
9. SPCAoBC will work cooperatively with all organizations with which the BCOEM determines will be of assistance with the rescue and care of companion animals during rescue and shelter operations. SPCAoBC 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.
10. SPCAoBC personnel and volunteers deployed to the field to assist in rescue operations agree to minimize damage to private property in their efforts to capture stray/owned companion animals, or to mark locations where companion animals have been caught, sighted or otherwise cared for in accordance with established protocols. This includes adherence to all applicable federal, state and local laws, including but not limited to entering private property, whether occupied or uninhabited, use of SAR door markings and posting of notices related to lost and found information for companion animals.

11. SPCAoBC marked attire will be provided to SPCAoBC deployed staff and volunteers only.
12. SPCAoBC recognizes in the event of a companion animal disaster response, that daily SITREP reports will be logged and that the BCOEM will be informed of all dispatched aid, activities, etc., and given copies of these reports. These daily SITREP reports will provide communication between SPCAoBC and the BCOEM, and will be a means of documenting all daily SPCAoBC rescue or response activities. SITREP forms are available from the EOC – Animals and Natural Resources Desk.
13. 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.
14. BCOEM shall not be liable for any portion of any expenses incurred by SPCAoBC unless BCOEM has expressly agreed to assume such expenses, in writing, prior to the incurrence of such expense by SPCAoBC.
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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 or control, either expressed or applied, of the tangible resources provided by the other party.
17. SPCAoBC shall defend, hold harmless or indemnify the BCOEM and its officers, agents, employees, volunteers in all capacities from and against all claims, causes of actions, lawsuits, costs, fines, judgments, penalties, losses, liabilities or expenses arising from any services or activities undertaken by SPCAoBC pursuant to this MOU.
18. Nothing in this MOU shall be construed as to create a relationship of employer and employee, or principle and agent, partnership or joint venture as between BCOEM and SPCAoBC.
19. 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.
20. The BCOEM recognizes that SPCAoBC is dependent upon voluntary public financial support to carry out its programs. Each organization will be sympathetic with the organization's position in conducting special appeals and campaigns for funds during times of disaster and will help convey the need for such to its membership.
21. SPCAoBC agrees to demobilize upon the request of the BCOEM.

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

Beate Damm
President, SPCA of Brazoria County -979-482-3000
beate@spcab.org

Steve Rosa
Brazoria County Emergency Manager
979-864-1801
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Jessica Chase –Animal Issues Committee Chairman
979-864-1558
Jessica.chase@ag.tamu.edu

VIII. TERMS OF UNDERSTANDING

The term of this MOU is for a period of one (1) year from the effective date of this agreement and may be extended upon written mutual agreement. It shall be reviewed at least annually to ensure that it is fulfilling its purpose and to make any necessary revisions.

Either organization may terminate this MOU upon thirty (30) days written notice.

Authorization

The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to reach, to the best of their ability, the objectives stated in the MOU. On behalf of the organization I represent, I wish to sign this MOU and contribute to its further development

SPCA of Brazoria County

Signature: _____ Date: _____

Brazoria County Judge
Matt Sebesta

Signature: _____ Date: _____