

# Memorandum of Understanding RedRover And Uintah Animal Control and Shelter Special Service District

#### I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to establish a working relationship between United Animal Nations d.b.a. RedRover, hereafter referred to as RedRover, and Uintah Animal Control and Shelter Special Service District (each a "Party") in preparing for and responding to disasters and other emergency situations affecting animals.

This Agreement provides the broad framework for cooperation and communication between RedRover and Uintah Animal Control and Shelter Special Service District in providing assistance and service to animal victims of disaster as well as for other services for which cooperation may be mutually beneficial.

#### II. Concept of Operations

Both RedRover and Uintah Animal Control and Shelter Special Service District are separate and independent organizations. As such, unless otherwise described herein, each Party retains its own identity in providing services, and each Party is responsible for establishing its own policies and financing its own activities.

#### III. Definitions

- **Emergency:** Any natural or manmade situation that creates animal sheltering needs that cannot be met by a community without outside assistance.
- Authorized Representative: The chief executive or his or her designee. The list of titles of authorized representatives for each Party shall be attached hereto as "Exhibit A," and shall be updated as needed by each Party by means of a written notification.

#### IV. Services Provided by RedRover Responders

- Setup and operation of temporary emergency animal shelters
- Implementing record keeping and identification system
- Coordinating veterinary care for sick and injured animals
- Coordinating animal food and supplies
- Documentation of lost animals
- Reuniting animals with owners

RedRover also participates in an ongoing process of proactive education and mutual awareness of the needs of animals and their owners in disasters.

### V. Methods of Cooperation

In order that the resources of RedRover and Uintah Animal Control and Shelter Special Service District may be coordinated and best utilized when providing emergency relief services under this agreement, both organizations agree to the following principles:

- Close liaison shall be maintained between RedRover and Uintah Animal Control and Shelter Special Service District through the use of meetings, telephone conferences, email and other means. This communication will include requests for assistance, emergency-related communications that include daily reporting to each Party of relevant information relating to the particular emergency. Such daily reporting may be conducted informally by a deployed representative of each Party at the location of the emergency, with the expectation that each Party's deployed representative will appropriately notify its organization. Each Party will share current data regarding emergency, emergency declarations and changes in personnel, policies and legislation. The interaction and liaison shall be encouraged at all levels of both Parties' organizations.
- RedRover and Uintah Animal Control and Shelter Special Service District will distribute this Agreement internally and shall urge full cooperation.
- RedRover and Uintah Animal Control and Shelter Special Service District will keep each other updated as to the Authorized Representative to contact for emergency assistance.
- The name, emblem, intellectual property and/or other materials of one Party may be used by the other Party only upon the express prior consent of the Party whose materials are so used. .

#### VI. Emergency Response Coordination

- A. Requesting Assistance: Uintah Animal Control and Shelter Special Service District will directly contact the Authorized Representative of RedRover and shall provide him or her with the following information:
  - i. A general description of the emergency that has occurred or is threatened;
  - ii. Identification of the particular type of assistance needed;
  - iii. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time that each will be needed;
  - iv. The need for sites, structures or buildings to serve as relief centers, staging areas and housing for incoming personnel, goods, equipment, and services; and
  - v. An estimated time and a specific place for a representative of Uintah Animal Control and Shelter Special Service District to meet the personnel and equipment of RedRover.

This information may be provided on the form attached to this Agreement as Exhibit "B," or by any other available written means that conveys the necessary information. Each Party may offer revisions to the format of Exhibit "B" subsequent to the execution of this Agreement. Said request shall include information detailing the nature of the original request from local authorities authorizing the response. It is understood between the Parties that any response to a declared disaster will be based on the National Incident Management System model and fall under the umbrella of the established Emergency Operations Center for each incident. This MOU is non-exclusive; RedRover reserves the right to form similar agreements with other parties, and Uintah Animal Control and Shelter Special Service District may form similar agreements with other organizations. If more than one organization is assisting in an emergency, RedRover strongly encourages Uintah Animal Control and Shelter Special Service District to seek an agreement with all organizations providing assistance that requires all organizations share information in a way similar to what is outlined under the above "Methods of Cooperation," section V.

**B.** Written Acknowledgment: RedRover shall respond to a request for assistance by the quickest practical means. Requests will be considered based upon the expected resources available at the time the services are requested to be provided.

The form provided as "Exhibit C" need not itself be used, but rather is provided as an example of the format to be used to insure the transmission of the necessary information.

- **C.** Costs of Assistance: Each Party shall be responsible for all its own costs associated with providing assistance. Each Party shall not be liable for any portion of any expenses incurred by the other unless expressly agreed upon in writing, prior to the incurrence of the expense.
- **D. Period of Assistance:** The period of assistance shall be the time beginning with the departure of any personnel and/or equipment of RedRover from any point for the purpose of traveling to the Uintah Animal Control and Shelter Special Service District in order to provide assistance and ending upon the return of all personnel and equipment of RedRover, after providing the assistance requested, to their residence or regular place of work, whichever occurs first.
- E. Supervision and Control: While RedRover is in the community to assist the local authorities, the personnel, equipment and resources of RedRover shall remain under the operational control of the RedRover Leadership responding to the emergency.

RedRover and Uintah Animal Control and Shelter Special Service District shall each be separately responsible for the operation and maintenance of its own equipment and any other resources it may provide. RedRover and Uintah Animal Control and Shelter Special Service District shall each maintain daily personnel time records, material records, a log of equipment hours, and daily activity reports to be provided to the other upon request.

RedRover and Uintah Animal Control and Shelter Special Service District each reserve the right under this Agreement to withdraw its resources at any time, subject to reasonable notice to the other Party. At least twenty-four hour advance notification of intent to withdraw personnel or resources shall be provided to the other Party unless such notice is not practicable; in which case, such notice as is reasonable shall be provided.

F. Food; Housing; Self-Sufficiency: RedRover and Uintah Animal Control and Shelter Special Service District personnel and equipment should be, to the greatest extent possible, self-sufficient for operations in areas stricken by disasters or emergencies.

- **G. Publicity:** During a joint effort by the Parties, all reasonable efforts to promote the identity of both Parties shall be clearly communicated through all available means. RedRover and Uintah Animal Control and Shelter Special Service District shall make every effort to keep the public informed of their cooperative efforts. Whenever possible, onsite signage, press releases, interviews and other communications efforts shall indicate the involvement of both RedRover and Uintah Animal Control and Shelter Special Service District. When possible, advance notice and review of releases/reports shall be given by each Party to the other. RedRover and Uintah Animal Control and Shelter Special Service District agree to share photography, videography and other materials that can be used for publicity purposes with the understanding that the organization responsible for procuring said materials is credited as the source.
- **H. Fundraising:** Each Party shall be free to make special fundraising appeals independently of each other to the public and to their respective members for funding.
- I. Insurance: RedRover and Uintah Animal Control and Shelter Special Service District shall each carry its own insurance covering its organization and operations.

A. Each Party is responsible for appropriately managing its own officers, staff, agents, contractors, employees, and volunteers in connection with the Party's performance of its obligations under this Agreement. In the event of the failure of such management by a Party, such Party shall defend, hold harmless and indemnify the other Party and its officers, staff, agents, employees, volunteers, and each of them in all capacities, from and against all claims, causes of action, lawsuits, costs, attorneys' fees, damages, fines, judgments, penalties, losses, liabilities or expenses arising from the failure of such management by the responsible Party.

B. Nothing in this Agreement shall be so construed as to create a relationship of employer and employee, or principal and agent, partnership or joint venture as between RedRover and Uintah Animal Control and Shelter Special Service District. 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 without the express written consent of the other Party.

#### VIII. Periodic Review

RedRover and Uintah Animal Control and Shelter Special Service District shall, on an annual basis, on or around the anniversary date of this Agreement, jointly evaluate progress in the implementation of this Agreement and revise and develop new plans or goals as appropriate.

#### IX. Term

This Agreement shall remain in effect for five years, but may be terminated by written notification from either Party at any time.

Approved by:

Nicole Forsyth President and CEO RedRover PO Box 188890 Sacramento, CA 95814

Date

Christina Williams Executive Director Uintah Animal Control and Shelter Special Service Dist. 1387 East 335 South Vernal, UT 84078 Date

#### **EXHIBIT A – Authorized Representatives**

#### **RedRover**

PO Box 188890 Sacramento, CA 95818 Telephone: 916.429.2457 Fax: 916.429.2456 Email: info@redrover.org Website: www.redrover.org

#### **RedRover Contacts:**

Beth Gammie
 Director of Field Services
 Cell phone/text message: 916.216.3677
 Email: bgammie@redrover.org

2. Nicole Forsyth President and CEO Phone: 916.429.2457 ext. 304 Email: nforysth@redrover.org

3. Susie Robert
Director of Programs
Phone: 916.429.2457 ext. 306
Cell phone/text messages: 916.216.8999
Email: srobert@redrover.org

# Uintah Animal Control and Shelter Special

<u>Service District</u> Address City, St/Prov, Zip/Postal Tel Fax Email Web

#### <u>Uintah Animal Control and Shelter Special</u> <u>Service District Contacts:</u>

Name Title Phone Cell (if applicable) Text messages number (if applicable) Email

#### Memorandum of Understanding between RedRover and Uintah Animal Control and Shelter Special Service District

#### EXHIBIT B – Required Information for Assistance Request

Each request for assistance shall be accomplished by the following information, to the extent known:

1. General description of the damage sustained or threatened (if applicable):

2. Identification of the type of assistance needed:

3. Amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time that each will be needed:

4. Need for sites, structures or buildings to serve as relief centers or staging areas for incoming animals, personnel, goods, equipment, and services:

5. Estimated time and a specific place for a representative of Uintah Animal Control and Shelter Special Service District to meet the personnel and equipment of RedRover:

6. List the names of other organizations which Uintah Animal Control and Shelter Special Service District has also asked to help:

7. Please list what personnel, equipment, materials, supplies or services Uintah Animal Control and Shelter Special Service District, or another organization, is willing to provide:

8. If Uintah Animal Control and Shelter Special Service District does not have jurisdictional authority, please detail the nature of the original request from the jurisdictional representative authorizing the response, including name, title, agency and contact information.

## EXHIBIT C – Assistance Request Acknowledgement by RedRover

INCIDENT CONTAC		ON	
Primary Representative			
Role			
Phone			
Text message			
Email			
Secondary Representative			
Role			
Phone			
Text message			
Email			
ASSISTANCE TO BI	E PROVIDED		
Resource type		Quantity	Est. Arrival Date/Time
Availability of additional resources:			
Time limitations on resources provided, if any:			