

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SANTA BARBARA COUNTY ANIMAL SERVICES
AND
SANTA BARBARA WILDLIFE CARE NETWORK**

This Memorandum of Understanding (“MOU”) is entered into on this 11th day of February 2025, by and between the Santa Barbara County Animal Services (“SBCAS”) and the Santa Barbara Wildlife Care Network (“SBWCN”) with an address at 1460 N. Fairview Ave, Goleta, CA 93117 for the purpose of wildlife rehabilitation.

RECITALS

WHEREAS, SBWCN has expressed interest in, and proven the ability to rehabilitate native sick, injured, or orphaned game birds, protected nongame birds, resident small game mammals, fur-bearing, and nongame mammals, reptiles, and amphibians; and,

WHEREAS, SBCAS is highly desirous that rehabilitation work be done on the previously mentioned species; and,

WHEREAS, SBCAS frequently takes possession of the previously listed birds, reptiles, amphibians, and mammals and lacks facilities for their care;

WHEREAS, the parties hereto desire to coordinate a program of rehabilitation of these animals by means of this MOU; and

NOW, THEREFORE, the parties agree and understand as follows:

I. DESIGNATED REPRESENTATIVE

Sarah Aguilar at phone number (833) 422-8413 is the representative of SBCAS and will administer this MOU for and on behalf of SBCAS. Ariana Katovich at phone number (805) 681-1080 is the authorized representative for SBWCN. Changes in designated representatives shall be made only after advance written notice to the other party.

II. NOTICES

Any notice or consent required or permitted to be given under this MOU shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To SBCAS: Director, Sarah Aguilar
Santa Barbara County – Department of Animal Services
Address: 5473 Overpass Road, Goleta, CA 93111-2034
Phone: (833) 422-8413

To SBWCN: Executive Director, Ariana Katovich
Santa Barbara Wildlife Care Network
Address: 1460 N. Fairview Ave, Goleta, CA 93117
Phone: (805) 681-1080

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

III. AUTHORITY

SBCAS may transfer native wildlife to SBWCN pursuant to Section 679 Title 14 California Code of Regulations (CCR); the California Department of Fish and Wildlife Native Wildlife Rehabilitation 679 Regulations Manual First Edition January 2025; the US National Wildlife Rehabilitators Association and the International Wildlife Rehabilitation Council's Standards for Wildlife Rehabilitation; the State and Federally Listed Endangered and Threatened Animals of California January 2025; and the Possession and Notification Requirements listed below. Copies of sections 679, Title 14, CCR and the State and Federally Listed Endangered and Threatened Animals of California January 2025 are attached by reference and become part of this MOU.

IV. RESPONSIBILITIES OF SBWCN

- A. SBWCN shall report to the Santa Barbara County Public Health Department at 805-681-5100 any deceased wildlife whose death is suspected to be caused by an infectious or contagious disease. All diseased wildlife carcasses submitted by SBWCN to a veterinarian or diagnostic lab for necropsy shall be reported by SBWCN to the Public Health Department and copies of lab results shall be forwarded once received by the rehabilitation facility.
- B. SBWCN will follow all applicable laws and guidelines for wildlife housing, rehabilitation, and release.

V. RESPONSIBILITIES OF SBCAS

- A. SBCAS may transfer into the care of SBWCN, any ill, injured, juvenile, or otherwise in need native wildlife without a fee for the purpose of rehabilitation.
- B. Wildlife carcasses from within the SBCAS service area may be disposed of through SBCAS by SBWCN without a fee. Disposal of wildlife carcasses by SBCAS shall be in accordance with local city or county codes.

VI. TERM AND TERMINATION

- A. This MOU is effective upon execution by SBCAS, and end of performance upon

completion, but no later than June 30, 2028, unless revoked by either party prior to that date with a sixty (60) day written notice to the other party. This MOU may be renewed for an additional one-year term unless either party provides written notice at least sixty (60) days in advance.

- B. SBWCN is responsible for notifying SBCAS in writing within ten days if a change in address or wildlife rehabilitation Executive Director or President occurs.

VII. INDEMNIFICATION

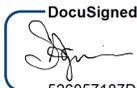
SBWCN agrees to indemnify, defend and hold harmless the County, its officers, agents, and employees from any and all claims and losses arising out of the performance of this MOU.

VIII. AUTHORIZING SIGNATURES

All signatories and parties to this MOU warrant and represent they have the power and authority to enter into this agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with.

IN WITNESS WHEREOF, the parties have executed this MOU to be effective on the date set forth above.

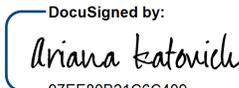
**COUNTY OF SANTA BARBARA
ANIMAL SERVICES DIVISION**

DocuSigned by:

 526057487D2E422...
 Sarah Aguilar, Animal Services Director
 Public Health Department

1/29/2025

 Date of Signature

SANTA BARBARA WILDLIFE CARE NETWORK

DocuSigned by:

 97EE88B24C6C409...
 Ariana Katovich, Executive Director

1/29/2025

 Date of Signature