

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF SANTA BARBARA
AND
COMPANION ANIMAL PLACEMENT ASSISTANCE**

This Memorandum of Understanding (hereinafter "MOU") is made and entered into this 28th day of February, 2017 by and between the County of Santa Barbara (hereinafter "COUNTY") and Companion Animal Placement Assistance (hereinafter "CAPA"),

Recitals

WHEREAS, CAPA is formed to assist and supplement the work of the COUNTY at the La Purisima Animal Welfare Shelter (hereinafter LaPAWS), and

WHEREAS, the COUNTY administers the Animal Services program for Santa Barbara County and pursuant to Section 31108 of the Food and Agriculture code COUNTY is required to provide shelter for stray dogs; and pursuant to Section 31752 of the Food and Agriculture code COUNTY is required to provide shelter for stray cats; and pursuant to Section 31753 of the Food and Agriculture code COUNTY is required to provide shelter for stray animals, other than dogs and cats; and

WHEREAS, the COUNTY administers the Animal Services program for Santa Barbara County and pursuant to Section 30503 and 31751.3 of the Food and Agriculture code COUNTY is required to provide spay/neuter of dogs and cats placed by the agency; and

WHEREAS, the COUNTY pursuant to Section 121690 of the Health and Safety Code COUNTY is required to provide a rabies control program; and

WHEREAS, the COUNTY and CAPA have had a collaborative and successful relationship since the inception of CAPA in 1987; and

WHEREAS, on February 16, 2016, the Santa Barbara County Board of Supervisors approved staff to expedite the process of vetting and analyzing the appropriate MOUs related to groups already providing prescribed services for the COUNTY; and

WHEREAS, the Santa Barbara County Board of Supervisors finds that CAPA operates programs that are necessary to meet the social needs of the population of the County, including public health and safety;

NOW, THEREFORE, the parties agree as follows:
Shared Objectives include but are not limited to:

1. To provide appropriate medical treatment for animals in the care and custody of the COUNTY;
2. To strive to increase the live release rate through adoption, redemption and other means;
3. To collaborate to promote the humane ethic and responsible ownership and treatment of animals; and
4. To work together to save animal lives

A. PURPOSE

The purpose of this MOU is to establish agreements between COUNTY and CAPA to delineate key aspects of working together to benefit animals in the care and custody of the COUNTY.

B. DEFINITIONS

“Authorized Authority” shall mean the individual authorized by each party to sign this MOU.

C. CAPA SUPPORT FOR ANIMAL WELFARE

1. Discretion of CAPA. Consistent with the founding purposes of CAPA and its status as a separate 501 c 3 nonprofit organization, CAPA intends to provide financial support as donations to County for the benefit of companion animals in the LaPAWS COUNTY shelter in Lompoc and in Santa Barbara County generally. CAPA, acting through its Board of Directors, shall retain full discretion as to terms, amounts, timing and subject matter of financial support offered to County.
2. Funding Donations by Request. Funding donations may be granted by CAPA to COUNTY or a recipient designated by COUNTY upon request by COUNTY. Such donated funds may be granted by CAPA to pay for planned expenses or to pay for or reimburse County for costs already incurred by COUNTY in caring for animals, including but not limited to payment or reimbursement of costs for veterinary care of animals held or adopted by COUNTY; for enrichment programs, training or behavioral programs for COUNTY animals or animals adopted from COUNTY; or for other costs incurred in maintaining and improving the lives or adoptability of animals held by COUNTY. Requests for payments or reimbursement shall be accompanied by itemized invoices or other documentation showing the amounts of costs incurred, or expected to be incurred, by COUNTY; identification of the specific animal(s) being benefitted; and a reasonable description of the services or materials for which payment or reimbursement is being requested. The CAPA Board may, at its sole discretion, grant the full amount(s), part of the amount(s) or none of the amount(s) requested. CAPA may request additional information from COUNTY where necessary to make an informed decision and fulfill the CAPA Board of Directors’ fiscal responsibilities. The CAPA Board of Directors will seek to act promptly to respond to pending requests from COUNTY and may schedule special meetings if necessary to act on emergency requests. CAPA may also, at its discretion, create procedures for expedited approval of requests for limited amounts through alternative means.
3. Project Grants and Cost-Sharing Agreements. CAPA may also offer funds or enter into cost-sharing agreements with COUNTY, including agreements involving other governmental or private participants, for physical improvements at County facilities, for equipment, medical or other supplies, training, volunteer programs, spay-neuter programs, and other programs and activities that will improve the health, safety, adoptability or general welfare of animals in Santa Barbara County or of volunteers and staff serving animals in Santa Barbara County. The terms and conditions for any unilateral grants of funds by CAPA shall be determined by the CAPA Board, following consultation with COUNTY. Terms of all cost-sharing agreements shall be determined on a case-by-case basis by agreement of the parties. Any grant or cost-sharing agreement will be in writing.
4. Other Support. CAPA may also, at its discretion and with the consent of the COUNTY, provide support for COUNTY projects or joint projects through the provision of planning assistance, leadership personnel, counselors, consultants, educational materials or other resources.
5. No Obligation to Provide Funds. The funds described above will be considered donations and CAPA is under no obligation to provide funds.
6. Donations in Excess of \$10,000. Gifts in excess of \$10,000 must be approved by the Board of Supervisors. The process for acceptance of gifts in excess of \$10,000 will ensure that the COUNTY is able to fully comply with the laws pertaining to gifts.

D. COUNTY COLLABORATION WITH CAPA

To facilitate the role of CAPA in contributing funds and resources for the welfare of animals in Santa Barbara County, the COUNTY will do the following.

1. Co-Sponsored Events. COUNTY may, at its discretion, agree to co-sponsor events or activities proposed by CAPA. Sharing of costs, staffing and other logistics for co-sponsored events shall be determined by the COUNTY and CAPA on a case-by-case basis;
2. Use of County Facilities. COUNTY will allow, where practical and consistent with COUNTY policies, CAPA use of COUNTY facilities and resources for CAPA meetings, educational activities, training, adoption events, fundraising events, and other activities and events, including but not limited to the following:
 - a. Meeting rooms in COUNTY or Public Health Department facilities
 - b. If moved to COUNTY Facilities at some future date, CAPA Storage Sheds located at the La PAWS Shelter
 - c. Facilitation of use of County Parks
3. Promotion of CAPA. COUNTY will help promote CAPA and its educational and outreach events and activities to the extent practical. Assistance may be provided in the following forms or other form;
 - a. advising County staff and volunteers of such events and activities through normal internal Animal Services communication channels;
 - b. allowing the display of signs, brochures, fliers or other publications at designated locations on County property;
 - c. including CAPA representatives (if available) in volunteer orientations and volunteer meetings to discuss CAPA's support activities, goals and purpose;
 - d. including information on CAPA events and activities in COUNTY public service announcements and social media postings.
4. Use of COUNTY Volunteers. Upon request by CAPA, COUNTY shall authorize and promote the participation of COUNTY volunteers to help staff CAPA hosted educational, outreach, fundraising and other events. At any CAPA-sponsored event, any volunteer handling animals will be a COUNTY volunteer who has gone through the necessary training and meets the volunteer requirements. For purposes of this MOU, "County volunteers" refers only to individuals who volunteer their services to Santa Barbara County Animal Services and excludes employees of the County of Santa Barbara.
5. Donations. County will not accept and forward over-the-counter donations to CAPA. County will allow for CAPA to provide information as to how donations may be made directly to CAPA and not through County means.
6. Transportation of Animals. COUNTY shall, at its sole discretion, provide transportation for COUNTY animals to and from off-site events conducted or sponsored by CAPA.
7. Information Requests. COUNTY shall provide, within a reasonable time, any non-confidential information requested by CAPA for the purpose of applying for grants, or for planning, promoting or conducting other activities consistent with the shared goals of the COUNTY and CAPA.
8. Photographs. COUNTY shall provide, upon request, photographs or any other requested records of any COUNTY animal for which assistance is being requested or which has been assisted with funds or other resources provided by CAPA.
9. Collaborative Funding Efforts. COUNTY and CAPA shall work collaboratively on grants and other funding opportunities available to improve animal care and welfare by jointly applying for and administering grants.
10. Mutual Indemnification
 - a. CAPA shall defend, indemnify, and hold COUNTY, its officers, officials, employees or agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only

in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CAPA, its officers, officials, employees or agents.

- b. COUNTY shall defend, indemnify, and hold CAPA, its officers, officials, employees or agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its officers, officials, employees or agents.

E. VOLUNTEER PROGRAM

1. The parties agree that COUNTY will manage the shelter volunteer program
2. All volunteers at the LaPAWS shelter will be participants of the COUNTY volunteer program .

F. COMMUNICATIONS

1. The parties will meet, in person or telephonically, at least once a month to discuss collaboration, operations, CAPA activities, COUNTY resource needs and issues or concerns. Members of staff of County Animal Services and CAPA board members will attend regularly scheduled meetings for this purpose.
2. The Animal Services Director or designee will serve as the point of contact for the COUNTY;
3. The CAPA President or designee will serve as the point of contact for CAPA

G. TERM

The term of this MOU shall commence on the day and date written above and shall be effective until June 30, 2017. This MOU automatically renews to new consecutive one-year terms unless either party provides written notice at least sixty (60) days prior to the end of the term.

H. TERMINATION

This MOU may be terminated at any time by either party upon giving sixty (60) days' notice in writing to the other party.

I. AMENDMENTS

Any substantive amendment, modification, extension, or variation of terms of this MOU shall be in writing and shall be effective only upon written approval by the Authorized Authority of each party.

J. APPROVAL BY PARTIES

This MOU and any amendments thereto shall not be binding on the parties unless signed by their Authorized Authority.

K. COMPLETE AGREEMENT

This MOU constitutes the entire agreement between the parties with respect to the subject matter of this MOU. No prior oral or written understandings or agreement between the parties with respect to the subject matter of this MOU are incorporated herein and any such understandings or agreements are entirely superseded by this MOU.

L. SEVERABILITY

If any term, provision, covenant, or condition of this MOU is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the MOU shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

M. INDEPENDENT CONTRACTORS

The parties agree that they are, and at all times shall be, independent contractors of, and not the agent, of the other.

N. GOVERNING LAW

This MOU shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law.

O. COUNTERPARTS

This MOU may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

P. NOTICES

All notices or correspondence under this MOU shall be given to the following addresses and shall be deemed delivered on the date of actual delivery or on the third business day after the date of mailing.

COUNTY: Jan E. Glick, MS, Animal Services Director
County of Santa Barbara
Public Health Department
548 W. Foster Road
Santa Maria, CA 93455

CAPA: Beverly Kennedy, President
Companion Animal Placement Assistance
1501 West Central Avenue
Lompoc, CA 93436

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

COUNTY OF SANTA BARBARA

JOAN HARTMANN
Chair, Board of Supervisors

Date: _____

ATTEST:
MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

APPROVED:
CARRIE TOPLIFFE
INTERIM DIRECTOR
PUBLIC HEALTH DEPARTMENT

By: _____
Interim Director

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: _____
Risk Manager

CAPA
Companion Animal Placement Assistance:

By: _____
Beverly Kennedy
President

ANIMAL SERVICES

By: _____
Jan E. Glick, MS
Director