

Mouhanad Hammami, MD, MHSA Director
Lars Seifert, MA, REHS Deputy Director
Sarah Aguilar, CAWA Animal Services Director

MEMORANDUM OF UNDERSTANDING Between Santa Barbara County Animal Services And Santa Maria City Fire Department

This Memorandum of Understanding (MOU) is made by and between the County of Santa Barbara, a political subdivision of the State of California (County) by and through its Animal Services Department (SBCAS) and the Santa Maria City Fire Department (SMFD) for the purpose of permitting the installation of public microchip scanning stations. The parties to this agreement may be referred to herein collectively as the "Parties" or individually as a "Party".

WHEREAS, SBCAS is the designated municipal agency responsible for the care, control, and reunification of stray and lost animals within Santa Barbara County, including the City of Santa Maria; and

WHEREAS, SBCAS is committed to reducing shelter intake and improving reunification outcomes by leveraging community-based resources and increasing accessibility to pet identification tools, including universal microchip scanners; and

WHEREAS, SMFD serves as a trusted and accessible presence in the community, regularly interacting with residents during emergencies and routine calls, and is uniquely positioned to assist in efforts to return lost pets to their families quickly and efficiently; and

WHEREAS, lost pets found by the public or first responders often do not require sheltering if they can be quickly scanned for a microchip and returned to their owners within the neighborhood, thereby reducing the burden on local shelters and minimizing stress on animals; and

WHEREAS, the installation of universal microchip scanners at SMFD fire stations provides a convenient, community-based solution for scanning found pets, enabling faster reunification and preserving limited shelter space for animals in need of urgent care; and

WHEREAS, both SBCAS and SMFD share a mutual interest in public safety, community support, and humane outcomes for animals, and recognize that this partnership furthers the County's goals of responsive and innovative service delivery;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises set forth below, the Parties hereto agree as follows:

1. Purpose

The purpose of this MOU is to establish a cooperative agreement for the installation of up to five (5) public-access microchip scanning stations at designated SMFD stations. These stations will allow members of the public to scan found animals for microchips in an effort to reunite lost pets with their owners without requiring animal impoundment.

2. SMFD Responsibilities

SMFD agrees to:

- Permit the installation and maintenance of one microchip scanning station at each approved fire station location. The microchip scanning station shall be installed outside of any SMFD building and only in a location authorized by SMFD, in SMFD's sole discretion.
- Allow the public reasonable access to the scanning station during normal station hours.
- Notify SBCAS in the event of equipment malfunction or suspected misuse.

SMFD shall not be responsible for:

- Handling, caring for, or housing animals brought to the fire station.
- Transporting animals to a shelter or veterinary clinic.
- Operating or troubleshooting the scanning equipment beyond simple on/off functions (if applicable).

3. SBCAS Responsibilities

SBCAS will:

- Install, maintain, and service the microchip scanning equipment (in a manner similar to attachment A or B depending on the space and accessibility at each location).
- Provide public instructions on how to safely scan a pet for a microchip and what to do based on the results.
- Provide signage explicitly stating that animals cannot be brought into or left at fire stations
 and that fire personnel cannot accept custody of any animal or assist the public in the
 scanning process. Signage must provide contact information for SBCAS and SBCAS must
 assist the public in utilizing the microchip scanning equipment.
- Monitor usage and address any technical or operational issues.

4. Procedure for Animals Brought to the Station

While fire stations are not animal holding facilities and are not equipped to care for animals, the following procedure should be used in the event a community member attempts to leave an animal at the station:

- Fire personnel should inform the individual the station is not authorized or equipped to care for animals.
- Direct the finder to:
 - Use the microchip scanning station to attempt to identify the owner.
 - Contact SBCAS at (833)422-8413 or visit <u>www.sbcanimalservices.org</u> for further guidance.
 - o If the finder is unable to hold the animal and it is outside of regular Animal Services hours, they should be advised to leave a voicemail for non-urgent assistance or call dispatch at (805) 928-3781 x2277. For emergencies involving aggressive or injured animals, call 9-1-1.
- Under no circumstances should animals be left at or within the fire station.

5. Term and Termination

This MOU shall remain in effect for a period of two (2) years from the date executed by the County, unless terminated earlier by either party with thirty (30) days written notice. Upon termination, SBCAS will be responsible for removal of the scanning station and materials.

6. 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 SMFD:

Fire Chief Bradley Dandridge Santa Maria Fire Department

Address: 314 W Cook Street, #8, Santa Maria, CA 93458

Phone: (805) 925-0951 x1725

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.

7. Other

There shall be no monetary obligation on County or SMFD, one to the other.

Any Party may propose amendments to this MOU by providing written notice of such amendments to the other Party. This MOU may only be amended by a written amendment signed by all parties.

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

County hereby notifies SMFD that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this MOA and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Primary's agrees to comply with said ordinance.

All Parties to this MOU warrant and represent they have the power and authority to enter into this MOU 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 MOU have been fully complied with. Furthermore, by entering into this MOU, SMFD hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which SMFD is obligated, which breach would have a material effect hereon.

[Intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding to be effective on the date executed by the County.

ATTEST: Mona Miyasato County Executive Officer Clerk of the Board	COUNTY OF SANTA BARBARA: Laura Capps
By:	By: Chair, Board of Supervisors
Deputy Cicik	Date:
RECOMMENDED FOR APPROVAL:	APPROVED AS TO ACCOUNTING FORM:
Mouhanad Hammami, Director County Health Department	Betsy M. Schaffer, CPA Auditor-Controller
By: Moderat Hammani	By: DocuSigned by: 6BAAEA15901943F Deputy
APPROVED AS TO FORM: Rachel Van Mullem County Counsel	APPROVED AS TO FORM: Gregory Milligan, ARM Risk Manager
By: Lindy Giacopungikota BooteDaboco446F Deputy County Counsel	By: Grashy Milligan OSF555F00269466 Risk Management

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding to be effective on the date executed by the County.

COUNTY OF SANTA BARBARA
ANIMAL SERVICES DIVISION

Sarah Aguilar, Animal Services Director

8/14/2025

Date of Signature

CITY OF SANTA MARIA
FIRE DEPARTMENT

Chuen Wu

Bradley Dandridge, Fire Chief

8/14/2025

Date of Signature