

MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF SANTA BARBARA
AND
SANTA BARBARA COUNTY ANIMAL CARE FOUNDATION

This Memorandum of Understanding (hereinafter "MOU") is made and entered into this 1st day of November, 2016 by and between the County of Santa Barbara (hereinafter "COUNTY") and the Santa Barbara County Animal Care Foundation (hereinafter "SBCACF"),

Recitals

WHEREAS, the SBCACF has a stated mission of "It is our mission to promote animal welfare and to better the quality of life for animals in Santa Barbara County through education, outreach, collaboration and promotion of the humane ethic and responsible treatment of all animals", and

WHEREAS, the SBCACF has a stated vision of "It is our vision that someday no adoptable homeless or rehabilitated animal will be euthanized within Santa Barbara County", and

WHEREAS, the SBCACF has a stated purpose of "The Santa Barbara County Animal Care Foundation was established in 2002, to secure philanthropic support for the Santa Barbara County Animal Services. We are a non-profit organization whose dedication is designed to directly benefit the homeless, abandoned and neglected animals in our community", and

WHEREAS, the COUNTY administers the Animal Services program for Santa Barbara County and pursuant to Section 31105 of the Food and Agriculture code COUNTY is required to provide shelter for stray animals; 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 the SBCACF have had a collaborative and successful relationship since the inception of the SBCACF in 2002; 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 the SBCACF 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 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 SBCACF 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. SBCACF SUPPORT FOR ANIMAL WELFARE

1. Discretion of SBCACF. Consistent with the founding purposes of SBCACF and its status as a separate 501 c 3 nonprofit organization, SBCACF intends to provide financial support as donations to County for the benefit of companion animals in County shelters and in Santa Barbara County generally. SBCACF, 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 SBCACF to COUNTY or a recipient designated by COUNTY upon request by COUNTY. Such donated funds may be granted by SBCACF 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 SBCACF Board may, at its sole discretion, grant the full amount(s), part of the amount(s) or none of the amount(s) requested. SBCACF may request additional information from COUNTY where necessary to make an informed decision and fulfill the SBCACF Board of Directors’ fiscal responsibilities. The SBCACF Board of Directors will seek to act promptly at its regular meetings to respond to pending requests from COUNTY and may schedule special meetings if necessary to act on emergency requests. The SBCACF 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. SBCACF 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 SBCACF shall be determined by the SBCACF 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. SBCACF may also, at its discretion and with the consent of the COUNTY, also provide support for COUNTY projects or joint projects through the provision of planning assistance, leadership personnel, volunteers, counselors, consultants, educational materials or other resources.
5. No Obligation to Provide Funds. The funds described above will be considered donations and the SBCACF 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 SBCACF

To facilitate the role of SBCACF 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 SBCACF. Sharing of costs, staffing and other logistics for co-sponsored events shall be determined by the COUNTY and SBCACF on a case-by-case basis;
2. Use of County Facilities. COUNTY may allow, where practical and consistent with County policies, SBCACF use of COUNTY facilities and resources for SBCACF meetings, educational activities, training, adoption events, fundraising events, and other activities and events, including but not limited to the following:
 - a. SBCACF storage shed located in the back of the Santa Maria Animal Center (SMAC), and allow placement and use of additional storage at the same location by mutual agreement;
 - b. Staging area in the Education Center at the SMAC;
 - c. Meeting rooms in County Animal Services or Public Health Department facilities
 - d. Facilitation of use of County Parks
 - e. Parking facilities

Fees will not be charged to SBCACF for such use unless required by County ordinance or other law. Use of COUNTY facilities by SBCACF will be authorized by the Animal Services Director or designee. COUNTY has the right to revoke at its sole discretion any use of COUNTY facilities and resources and to set the terms of this usage.

3. Promotion of SBCACF . Help promote SBCACF and its educational and outreach events and activities to the extent practical. Assistance may be provided in such forms as; (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) include SBCACF representatives (if available) in volunteer orientations and volunteer meetings to discuss SBCACF's support activities, goals and mission statement; (d) include information on SBCACF events and activities in County public service announcements and social media postings; and (e) such other forms as SBCACF may reasonably request .
4. Use of County Volunteers. Upon request by SBCACF, County shall authorize and promote the participation of County volunteers to help staff SBCACF hosted educational, outreach, fundraising and other events;
5. Donations. County will not accept and forward over-the-counter donations to SBCACF. County will allow for SBCACF to provide information as to how donations may be made directly to SBCACF and not through County means. COUNTY staff will be trained to explain the support provided by SBCACF and how to make a donation to SBCACF.
6. Transportation of Animals. County shall, when practical, provide transportation for County animals to and from off-site events conducted or sponsored by SBCACF.

7. Information Requests. County shall provide, within a reasonable time, any non-confidential information requested by SBCACF for the purpose of applying for grants, or for planning, promoting or conducting other activities consistent with the shared goals of the County and SBCACF.
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 SBCACF.
9. Collaborative Funding Efforts. County and SBCACF shall work collaboratively on grants and other funding opportunities available to improve animal care and welfare by jointly applying for and administering grants.

E. COMMUNICATIONS

1. The parties will meet, in person or telephonically, at least once a month to discuss County resource needs. A representative of County Animal Services may attend regularly scheduled SBCACF Board meetings for this purpose.
2. The Animal Services Director or designee will serve as the point of contact for the County;
3. The SBCACF President or designee will serve as the point of contact for SBCACF

F. 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.

G. TERMINATION

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

H. 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.

I. APPROVAL BY PARTIES

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

J. 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.

K. 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.

L. INDEPENDENT CONTRACTORS

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

M. 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.

N. 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.

O. 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

SBCACF: Linda Greco, President
Santa Barbara County Animal Care Foundation
P.O. Box 307
Santa Maria, CA 93456

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

COUNTY OF SANTA BARBARA

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
TAKASHI WADA, MD, MPH
DIRECTOR/HEALTH OFFICER
PUBLIC HEALTH DEPARTMENT

By: _____
Director

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

By: _____
Risk Manager

SBCACF
SANTA BARBARA COUNTY ANIMAL CARE FOUNDATION:

By: _____
Linda Greco
President

ANIMAL SERVICES

By: _____
Jan E. Glick, MS
Director