

MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF SANTA BARBARA
AND
ANIMAL SHELTER ASSISTANCE PROGRAM

This Memorandum of Understanding (hereinafter "MOU") is made and entered into this 4th day of April, 2017 by and between the County of Santa Barbara (hereinafter "COUNTY") and Animal Shelter Assistance Program (hereinafter "ASAP"),

Recitals

WHEREAS, ASAP has a stated mission of "The mission of the Animal Shelter Assistance Program (ASAP) is to save the lives of cats in Santa Barbara County by providing shelter, veterinary care, behavioral support, adoption and foster services, education and community outreach.

In support of the primary goals stated above, ASAP also seeks to:

- Maximize community involvement through volunteerism and outreach.
- Reduce the population of stray, homeless, and feral cats through adoption, spay/neuter and Trap-Neuter-Return programs, redemption, foster care, and educational programs.
- Form strong partnerships with Santa Barbara County Animal Services and other animal welfare groups to promote animal welfare and related causes."; and

WHEREAS, the COUNTY administers the Animal Services program for Santa Barbara County and pursuant to Section 31752 of the Food and Agriculture code COUNTY is required to provide shelter for stray 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 ASAP have had a collaborative and successful relationship since the inception of ASAP in 1989; and

WHEREAS, in 1992 the Board of Supervisors accepted the donation of a mobile unit from ASAP to be used as a temporary cat facility at the Santa Barbara Shelter and designated to be used for the care and welfare of cats brought to the Santa Barbara County Animal Shelter at 5473 Overpass Road, Santa Barbara, and subject to the terms therein;

WHEREAS, in 2004 the Board of Supervisors accepted the donation of renovation of the ASAP Cat Shelter from ASAP at the Santa Barbara Shelter and designated to be used for the care and welfare of cats brought to the Santa Barbara County Animal Shelter at 5473 Overpass Road, Santa Barbara;

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 ASAP 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 cats in the care and custody of the COUNTY;
2. To increase the live release rate through adoption, redemption and other means;
3. To increase owner retention of cats through education and counseling;
4. To collaborate to promote the humane ethic and responsible ownership and treatment of cats; and
5. To work together to save cats' lives

A. PURPOSE

The purpose of this MOU is to establish agreements between COUNTY and ASAP to delineate key aspects of working together to benefit cats in the care and custody of the COUNTY. The MOU does not restrict or limit the use of the Cat Shelter by ASAP to fulfill its organizational mission to save the lives of the cats in Santa Barbara County, including but not limited to providing care for cats not in the custody of the COUNTY.

B. DEFINITIONS

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

C. ASAP SUPPORT FOR ANIMAL WELFARE

1. Discretion of ASAP. Consistent with the founding purposes of ASAP and its status as a separate 501 c 3 nonprofit organization, ASAP intends to provide services and operational support as donations to County for the benefit of cats in the Santa Barbara County shelter in Goleta and in Santa Barbara County generally. ASAP, 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. Custody of Cats During Hold Periods. Cats that are housed at the ASAP Shelter in Goleta or fostered through the ASAP foster program are legally in the custody of the COUNTY. The COUNTY and ASAP will have joint decision making during the stray or other hold period, including quarantine, protective custody or other holds.
 - a. The Shelter Supervisor and ASAP designee will consult on medical treatment needed during the stray holding period for cats in south county
 - i. The Shelter Supervisor will be verifying which jurisdiction within Santa Barbara County the cat is from
 - ii. If a cat is transported directly to a veterinarian, the Shelter Supervisor will consult with ASAP as soon as possible to develop a treatment plan.
 - b. Protective Custody cats will be managed on a case by case basis. The Shelter Supervisor will work with the ASAP designee and communicate on the circumstances and plan to avoid long term housing that could be minimized. They will also coordinate on any medical care that is needed.
 - c. Quarantined cats will be monitored and released from quarantine by a COUNTY staff member.

- d. Because the cats are legally in the custody of the COUNTY, the COUNTY has final decision-making authority.
3. Custody of Cats After the Hold Periods. Cats that are housed at the ASAP Shelter in Goleta or fostered through the ASAP foster program will remain legally in the custody of the COUNTY. Following the hold expiration, the COUNTY delegates all decision-making for the cats at the ASAP Shelter or in foster care to ASAP. This decision-making will include routine medical care, testing and vaccinations, spay/neuter, non-routine medical care, placement in foster care and euthanasia decisions. ASAP will be responsible for the expenses related to its decision-making responsibility, excluding those expenses related to the services and supplies donated by the COUNTY itemized in Section C.9.
- a. All cats will be altered prior to adoption.
 - b. All cats three months or older will be rabies vaccinated prior to adoption.
 - c. A spay/neuter waiver for an adopted cat must be written by a veterinarian with a deadline for compliance and follow-up by ASAP to ensure the cat is altered as agreed.
 - d. Cats that are placed in foster for hospice care or due to not meet adoptable criteria will be outcomed to ASAP.
4. Staff and Volunteer Management.
- a. ASAP will be responsible for management of staff and volunteers working within the ASAP organization.
 - b. The following requirements for all ASAP volunteers and ASAP staff on COUNTY property will be adhered to:
 - i. Each person will be covered by health insurance, if health insurance lapses the person can no longer volunteer or work at the ASAP Shelter
 - ii. A current tetanus vaccination is a requirement
 - c. ASAP and COUNTY staff and volunteers will follow the agreed upon professional standards of conduct. (Addendum A)
 - d. ASAP will take appropriate action when the COUNTY informs ASAP of a staff member or a volunteer who is not meeting professional standards.
5. Services Provided by ASAP. ASAP will provide the following services under ASAPs policies and procedures related to the cats held at the ASAP Shelter:
- a. Direct animal care for all cats
 - b. Owner Surrender Counseling, to the extent resources are available, in accordance with the following guidelines:
 - i. Counseling will be done in the best interests of the cat and the owner
 - ii. Cats from out of county will not be accepted
 - iii. ASAP representative will verify and document the circumstances of the surrender, and work with the owner to complete the Request for Cat Admission Form and Owner Relinquishment Form
 - iv. ASAP representative will accompany the client to the SBCAS office to support a smooth intake process
 - v. COUNTY staff will process the owner surrender in the database, verify the client's identification and collect the fee
 - c. Lost and Found Services for cat owners in the south county
 - d. Adoption Counseling and approval for cats at the ASAP Shelter or in foster care
 - i. ASAP adoption counselors will approve cat adoptions
 - ii. COUNTY staff will process the adoption in the database, verify the client's identification and collect the fee

- e. Foster Care Program for cats
 - f. Alternative Placement Program -South Santa Barbara County
 - i. ASAP will respond to trapping requests in southern Santa Barbara County and will provide trained volunteers to conduct trapping to the extent resources are available.
 - ii. Wherever possible and appropriate, ASAP will TNR cats back to their original location.
 - iii. ASAP will actively cultivate alternative placement opportunities for feral, semi-feral and/or non-social cats that are not suited for traditional adoption.
 - g. Microchipping
 - i. ASAP will provide a microchip for each cat
 - ii. Microchip numbers will be recorded in the COUNTY database and ASAP's database
 - iii. ASAP will offer microchips for owned cats at a fee that matches the COUNTY fee (currently \$30)
6. Transfer Processes
- a. Transfers of cats to the ASAP Shelter will not result in over-crowding or sub-standard conditions
 - b. Transfers of Cats to the ASAP Shelter from the other 2 COUNTY shelters will be at the discretion of ASAP
 - i. County staff will contact the designated ASAP representative to request a transfer. The County staff person will generally be the Shelter Supervisor, Director of Shelter Medicine or the Community Outreach Coordinator.
 - ii. ASAP may offer the opportunity for cat transfers at its discretion to the Shelter Operations Supervisor of the other 2 COUNTY shelters
 - iii. Transfers of COUNTY cats will be prioritized over accepting transfers from other organizations
 - c. Cat intakes from other organizations are at the discretion of ASAP
 - d. Intake of cats from outside organizations will not preclude transfers from the other 2 COUNTY shelters
 - e. Fee Waivers. The Animal Services Director may waive, upon ASAP's request, adoption fees normally charged by Animal Services pursuant to the fee ordinance approved by the Board of Supervisors. The Animal Services Director shall not waive adoption fees in excess of a total cumulative amount of \$3,000 per fiscal year. In the event of a county-wide promotion that includes a fee waiver, this will not apply toward the \$3,000.
7. Compliance with Laws and Regulations. ASAP will operate the ASAP Shelter in accordance with all applicable local, state and federal laws. This will include, but not be limited to, the California Veterinary Practice ACT and DEA regulations. Staff will be covered by Workman's Compensation insurance and applicable employment regulations will be followed.
- a. COUNTY will maintain a current DEA license and premises permit through its contract veterinarian(s)
 - b. ASAP will operate under the COUNTY's permits, in which case the permitted veterinarian must be able to establish a physical presence necessary to ensure compliance with applicable statutes and regulations.
 - c. COUNTY is responsible for ensuring that permit requirements are satisfied. ASAP must grant access to the responsible veterinarian to ensure compliance.
8. Record Keeping Agreement

- a. All records on cats cared for by ASAP are part of COUNTY's record-keeping process
 - b. ASAP will maintain medical records for all cats as required by law.
 - c. ASAP will provide the medical records to COUNTY for retention in their files, any time a cat is outcomed as adopted, redeemed, transferred, alternative placement, euthanized or hospice foster
 - d. ASAP will provide records on cats currently in the shelter when requested by COUNTY
9. Services and Supplies Provided by COUNTY
- a. Litter
 - b. Rabies Vaccines
 - c. Basic Science Diet food
 - d. Oxygen
 - e. Pet carriers
 - f. Hand sanitizer
 - g. Paper towels
 - h. Latex and non-latex gloves
 - i. Trash bags
 - j. Bleach
 - k. Contract veterinarian
 - l. Photocopying
 - m. Cooler for cat remains
 - n. Disposal of cat remains
10. Other Services and Supplies Provided by ASAP
- a. Veterinary care
 - b. Adoption promotions, including the development of outreach/advertising campaigns, print media and social media.
 - c. Behavior Helpline for cat owners in our community to increase retention and decrease the number of cats being surrendered to the shelter.
 - d. Feline Retention Program to ensure that cats/kittens placed in adoptive homes are adjusting, troubleshoot any behavioral issues and address questions from the new owners, as well as provide support to the cat owners in the community.
 - e. Technical assistance, training and outreach to community nonprofits and other County shelters on feline assessment, behavior, training, and enrichment.
 - f. Adult cat and kitten wet food, kitten formula and dietary needs, as well as special diets as recommended by the veterinarian.
 - g. Fundraising events, promotions, specials,
 - h. Social media presence
 - i. Retail sales area in shelter
11. Facilities Responsibilities are delineated in the License Agreement for the Cat Facility at the Santa Barbara Shelter.
12. Other Support. ASAP may, 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.
13. No Obligation to Provide Funds. The funds described above will be considered donations and the ASAP is under no obligation to provide funds.
14. 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 ASAP

To facilitate the role of ASAP in contributing funds and resources for the welfare of cats 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 ASAP. Sharing of costs, staffing and other logistics for co-sponsored events shall be determined by the COUNTY and ASAP on a case-by-case basis;
2. Promotion of ASAP. Help promote ASAP 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) include information on ASAP events and activities in COUNTY public service announcements and social media postings.
3. Donations. County will not accept and forward over-the-counter donations to ASAP. County will allow for ASAP to provide information as to how donations may be made directly to ASAP and not through County means. COUNTY staff will be trained to explain the support provided by ASAP and how to make a donation to ASAP.
4. Information Requests. COUNTY shall provide, within a reasonable time, any non-confidential information requested by ASAP for the purpose of applying for grants, or for planning, promoting or conducting other activities consistent with the shared goals of the COUNTY and ASAP.

E. COMMUNICATIONS

1. The parties will have monthly meetings to discuss collaboration, operations, ASAP activities, and issues or concerns. Members of staff of County Animal Services and ASAP designees 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 ASAP Executive Director or designee will serve as the point of contact for ASAP

F. INSURANCE and INDEMNIFICATION

INDEMNIFICATION

ASAP agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of ASAP's activities under this Agreement from any cause whatsoever, including the acts, errors or omissions of ASAP's officers, employees, contractors, volunteers and any other person or entity acting on its behalf, and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

ASAP shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

ASAP shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by ASAP, its agents, representatives, employees or volunteers.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if ASAP has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the ASAP maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by ASAP. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of ASAP including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to ASAP’s insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, ASAP’s insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of ASAP’s insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – ASAP hereby grants to COUNTY a waiver of any right to subrogation which any insurer of ASAP may acquire against the COUNTY by virtue of the payment of any loss under such insurance. ASAP agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require ASAP to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best’s Insurance Guide rating of “A- VII”.
7. **Verification of Coverage** – ASAP shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the ASAP’s obligation to provide them. ASAP shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of the agreement.
9. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. ASAP agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

G. INTERIM M.O.U.

This memorandum of understanding is meant as an interim agreement between COUNTY and ASAP with the understanding that the longer term goal is for ASAP to become an external partner and receive cats as transfers and receive fees for services. The details of the future relationship will be negotiated between COUNTY and ASAP. It is acknowledged by COUNTY and ASAP that the target date for ASAP to become an external partner is July 1, 2018.

H. TERM

The term of this MOU shall commence on the day and date written above and shall be effective until June 30, 2018 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.

I. TERMINATION

This MOU may be terminated prior to the expiration of the term set forth in Section H above as follows:

1. **For Cause** – Should ASAP default in the performance of this MOU or materially breach any of its provisions, COUNTY shall give notice to ASAP specifying the particulars of the default and ASAP shall

promptly commence remedial action to cure the default. Should such default continue uncured for a period of thirty (30) calendar days from such notice, this MOU shall terminate at the option of the COUNTY; unless the cure of such default shall reasonably take more than thirty (30) calendar days, in which case ASAP shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

2.For Convenience - This MOU may be terminated at any time by either party upon giving one hundred and eighty (180) days' notice in writing to the other party. COUNTY may only exercise its option to terminate this MOU for convenience if such action is approved by the County Board of Supervisors.

I. DISPOSITION of CAT FACILITY

Should the "Cat Facility" identified in Section 1 of the License Agreement with ASAP (which solely consists of three mobile commercial coaches on a pad and pier foundation) cease to be used for the purposes described in the letter of donation dated February 5, 1992 ("Donation Letter"), such Cat Facility shall be the subject of disposition as agreed by the parties consistent with the Donation Letter, unless LICENSEE agrees to permanently abandon use of the Cat Facility to the COUNTY. This provision shall survive the termination or expiration of this MOU.

J. 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.

K. APPROVAL BY PARTIES

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

L. 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.

M. 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.

N. INDEPENDENT CONTRACTORS

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

O. 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.

P. 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.

Q. 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

ASAP: Angela Walters Rockwell, Executive Director
Animal Shelter Assistance Program
P.O. Box 357
Goleta, CA 93116

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

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

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED
DIRECTOR/HEALTH OFFICER
PUBLIC HEALTH DEPARTMENT

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

By: _____
Director

By: _____
Risk Manager

ASAP
ANIMAL SHELTER ASSISTANCE PROGRAM:

ANIMAL SERVICES

By: _____
Angela Walters Rockwell
Executive Director

By: _____
Jan E. Glick, MS
Director

By: _____
Kaitlyn Bathel, PhD
President, Board of Director