

**Appendix B**

**Memorandums of Understanding**

# **An Agreement between the Vermont Agency of Agriculture, Food and Markets and the Vermont Disaster Animal Response Team, Inc.**

**Last updated: October 13, 2010**

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This Agreement is made between the Vermont Agency of Agriculture, Food and Markets, the lead state agency for State Support Function 11, Annex K: Agriculture and Natural Resources, a support plan to the State of Vermont's Emergency Operations Plan, including the Animal Disaster Emergency Plan (ADEP), with headquarters located at 116 State Street, Montpelier, Vermont 05620 (hereinafter referred to as "VAAFM") and, the Vermont Disaster Animal Response Team, Inc., a private non-profit corporation with headquarters located at 55 County Road, Windsor, Vermont 05089 (hereinafter referred to as "VDART, Inc.")

## **RECITALS**

**WHEREAS**, VAAFM is a state agency charged with primary responsibility for providing a coordinated response to companion animal and livestock care needs before, during, and after a significant natural disaster or man-made event within the framework of State Support Function 11, Annex K: Agriculture and Natural Resources, a support plan to the State of Vermont's Emergency Operations Plan, and the Animal Disaster Emergency Plan (ADEP);

**WHEREAS**, VAAFM does not have adequate staffing or budget to independently prepare for or independently respond to a disaster that would reach the level of state declaration of emergency;

**WHEREAS**, VAAFM seeks to be able to respond to the ongoing needs of animals and their owners even when local, regional, and state capacities have been overwhelmed;

**WHEREAS** VDART, INC. is a collaborative, nonprofit domestic corporate entity established for the coordination of public and private programs to promote communications, mentoring, and resource development for an effective animal response prior to, during, and after a disaster or emergency, at all levels of government;

**WHEREAS**, VDART, INC. represents that it is capable of providing through its system of Chartered and quasi independent Regional Disaster Animal Response Teams (DARTs) spread throughout the State of Vermont, a breadth of necessary services and equipment during disaster response and recovery;

**WHEREAS** VDART, INC. represents that it, in conjunction with its Regional DARTs, is capable of providing an adequate number of personnel to assist in disaster response and recovery on short notice and for some duration; and

**WHEREAS**, VAAFM and VDART, INC. wish to enter into an agreement that provides for coordination and cooperation between VAAFM and VDART, INC. in responding to a disaster to ensure the safety, rescue, transportation, and care of evacuated, abandoned or rescued animals when

local capacity is overwhelmed, as well as assist in complying with the federal Pet Evacuation and Transportation Standards (PETS) Act;

**NOW THEREFORE**, in consideration of the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**1. Request for Assistance.**

(a) When, in accordance with the Vermont state Emergency Operations Plan, a situation arises that requires disaster assistance, VAAFM, usually after having been notified by the Vermont Emergency Management authority (VEM), shall contact the Authorized Representative of VDART, INC. (which may be a designated member of its system of Regional DART's) - identified in Exhibit "A" of this Agreement – and shall provide the following information in writing or telephonically. VDART, Inc. agrees that to the extent any of the following information is not available at the time of the request for assistance; VDART, Inc. shall assist in the development of such information. From time to time, it may also come to pass that activation request occurs from a Local Emergency Management Director or the equivalent. In these instances, VDART, Inc. and its system of Regional DARTs shall notify the VEM Duty Officer and VAAFM of the activation request.

- (i) A general description or nature of the disaster – as defined below - including damage sustained or threatened, and the authorizing agency or person designated to handle the animal issues;
- (ii) Identification of the type of assistance needed;
- (iii) An estimate of the amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time that each will be needed;
- (iv) Location(s) for staging and set up of the appropriate services;
- (v) An estimated time; a specific place; and a name and contact information to whom to report for a representative of VDART, INC. to meet with the appropriate on-site personnel.

(b) VAAFM agrees that any request for VDART, Inc.'s assistance shall also include adequate preliminary information regarding the nature, anticipated response requirements and location of the event as well as a copy of the formal request from local / state authorities which authorizes VDART's response.

(c) For the purposes of this Agreement a "Disaster" shall be defined as any act or event which triggers the activation of the State's Emergency Operations Plan (EOP).

(d) VDART, Inc. shall respond to VAAFM's request for assistance by the quickest practical means and shall inform VAAFM of the scope of assistance to be provided by

VDART, Inc. VDART, Inc. agrees that any response it provides shall comply with the National Incident Management System (NIMS) model.

2. **Scope of Assistance.**

(a) At the request of VAAFM as described above, VDART, Inc., through its system of Regional DARTs, based on available resources, capabilities, and expertise, may provide and / or supervise any or all the following:

- (i) Disaster assessment to assist in determining what resources may be needed;
- (ii) Retrieval, evaluation, and care for displaced animals that are separated or left behind by evacuated owners;
- (iii) First aid care for animals requiring it;
- (iv) Team members who are Licensed Veterinarians in Vermont may provide emergency veterinary services to the extent feasible and appropriate.
- (v) Temporary emergency animal shelters;
- (vi) Evacuation support for animals;
- (vii) Assistance to duly authorized Animal Control Officers and Police for the Emergency Search and Rescue of animals (household pets and livestock);
- (viii) Relocation of and support for disaster-affected animal facilities;
- (ix) Transition support to local management of response;
- (x) Assistance for the Emergency Operations Center (established pursuant to NIMS) regarding animal-related issues, donations, and volunteer management, and/or media issues; and
- (xi) Establish communications methods for various responders through its extensive network of equipment.

3. **Authority/Cooperation.**

(a) The parties agree that in the event VDART, Inc.'s assistance is requested and VDART, Inc. agrees to provide such assistance through its system of Regional DARTs, VDART, Inc. shall:

- (i) Deploy within twelve hours of receipt of VAAFM's request for assistance;

- (ii) Ensure that designated VDART, Inc representatives receive and/or maintain proper training and will work under the direction of VAAFM as requested; and
- (iv) Operate under NIMS and Incident Command System (ICS) at all times.

(b) In order that the resources of the state, local emergency response entities, and VDART, Inc. and its system of Regional DARTs may be coordinated and used to the fullest advantage in rendering disaster relief, the undersigned parties agree to communicate frequently through the use of meetings, telephone conferences, email, DisasterLAN and any other practicable means. To the extent they are able; each undersigned party agrees to share data regarding disaster, disaster declarations, and changes in personnel, policies, and legislation with the other party in a timely manner. The parties agree to distribute this Agreement internally within their respective organizations and encourage cooperation at all levels within each party's organization.

4. **Relationship of the Parties.**

(a) **No Joint Venture.** Nothing herein contained shall be construed to place the Parties in the relationship of employer/employee, partners, joint ventures, or agents, and neither party shall have the power to obligate or bind the other in any manner whatsoever.

(b) **Authority.** VDART, Inc. agrees that it shall report to and take general direction from VAAFM pursuant to the NIMS standardized ICS, but that VDART, Inc. personnel, equipment, and other resources shall remain with VDART, Inc. and its system of Regional DARTs at all times. VDART, Inc. and its system of Regional DARTs, when active at a disaster scene, shall be under the direct supervision of the Incident Commander on scene. VDART, Inc. agrees to provide at least twenty-four (24) hours notice, if practicable, of its intent to withdraw personnel or resources.

(c) **Equipment.** VDART, Inc. shall be responsible for the operation and maintenance of its own equipment. VAAFM may supply VDART, Inc. with such equipment, and expendable resources as it may secure to support the operation and success of VDART, Inc. in carrying out its mission. This equipment can include capital items assigned to the permanent or long term custody of VDART, Inc. and those temporarily secured from other resources during an active Disaster. Vehicles, trailers and related equipment permanently assigned to VDART, Inc. can be registered by VDART, Inc. with the Vermont Department of Motor Vehicles. When possible, VAAFM will attempt to provide VDART, Inc. and its system of Regional DARTs with appropriate communications equipment, including but not limited to, base and hand held radios, etc.

(d) **Food and Shelter.** VDART, Inc. agrees, working in conjunction with its system of Regional DARTs, to the extent possible, to provide food and shelter for VDART, Inc. personnel as well as any resources necessary for the operation of VDART, Inc. including equipment and expendable supplies (animal food, bedding, medical, etc). The parties agree that each party is responsible for establishing its own policies and financing its own activities. VDART, Inc. may enter into other MOUs with partner organizations, such as the American Red Cross, to meet these and other appropriate disaster related needs.

(e) **Publicity.** Each party agrees to use reasonable efforts to acknowledge the participation and role of the other party and shall identify the other party in media communications, consistent with the ranking Public Information Officer's approval. However, the parties agree that during the disaster response and recovery the only outward advertising of, or uniform designating affiliation, unless established and standardized in advance of the event, will be approved by state officials. Once response and recovery activities have been completed, each party may promote its activities and solicit funds for future disaster responses.

5. **Insurance & Liability.**

(a) **Liability.** Nothing contained in this agreement shall create any liability on behalf of VAAFM or VDART, Inc. and its system of Regional DARTs to any third party, or create any right, claim or cause of action on behalf of any party other than VAAFM or VDART, Inc. VAAFM, VDART, Inc. and its system of Regional DARTs specifically retain all protections from liability provided under Vermont law.

6. **Term and Termination.**

(a) **Term.** This Agreement shall be effective upon the date the party second to Consent executes the agreement and shall remain in effect for one year. This Agreement shall automatically renew for consecutive one year terms until such time as either party provides the other party with thirty (30) days written notice of termination.

(b) **Termination.** This Agreement may be terminated at any time upon (30) days written notice by either party.

7. **General Provisions.**

(a) **Notices.** All notices and other communications required to be given pursuant to this Agreement must be in writing and delivered by hand; mailed by United States registered or certified first class mail, postage prepaid; or delivered by regulated commercial carrier having provisions for proof of receipt. Each party to this Agreement may change an address relating to it by written notice to the other party. Notices shall be effective upon receipt.

(i) VAAFM, Attn: State Veterinarian, 116 State Street, Montpelier, Vermont 05620

(ii) VDART, Inc., Attn: Chairperson of the Board, 55 County Road, Windsor, Vermont 05089

(b) **Integration.** This Agreement sets forth the entire agreement between the undersigned parties with respect to the subject matter hereof and supersedes all previous negotiations, agreements, and understandings, whether written or oral. This Agreement may not be modified or amended except by written agreement executed by the parties hereto and expressly identified as an amendment to this Agreement.

**Memorandum of Understanding**  
between the  
**American Red Cross in Vermont and the New Hampshire Valley**  
and the  
**Vermont Disaster Animal Response Team (VDART), Inc.**

**I. Purpose**

The purpose of this Memorandum of Understanding (MOU) is to define a collaborative working relationship between the Vermont Disaster Animal Response Team, Inc. (hereafter referred to as VDART) and the American Red Cross in Vermont and the New Hampshire Valley (hereafter referred to as ARC-VT & NHV). Our mutual purpose is to plan, prepare and respond to disaster relief situations at all levels according to the individual organization's capabilities. This MOU provides a broad framework of cooperation between the two organizations to provide emergency animal response resources for animal owners and their animals in areas covered by the ARC-VT & NHV.

**II. Independence of Operations**

- 1) Each party to this MOU is a separate and independent organization. As such, each organization retains its own identity in providing services, and each organization is responsible for establishing its own policies and financing its own activities.
- 2) The ARC-VT & NHV will call upon VDART when animals have been affected by a disaster. Conversely, VDART will contact ARC-VT & NHV if they are aware of a disaster situation where people with animals are affected.

**III. Definition of Disaster**

A disaster is a threatening or occurring event of such destructive magnitude and force that causes the dislocation and interruption of basic human needs. Disasters can include a natural or human made emergency. A disaster produces a range and level of immediate suffering that cannot be promptly or adequately addressed by the affected people and impedes them from initiating and proceeding with their recovery efforts. Natural disasters include but are not limited to: hurricanes, tornados, floods, tidal waves, typhoons, winter storms, tsunamis, hail storms, wildfires, windstorms, epidemics and earthquakes. Human caused disasters, whether intentional or unintentional, include but are not limited to: residential fires, building collapses, explosions, disease outbreaks, transportation accidents, hazardous material releases and domestic acts of terrorism.

#### **IV. Mission and Organization of VDART, Inc.**

In 2006, Congress passed the Pets Evacuation and Transportation Standards (PETS) Act, requiring state and local governments to incorporate pets and service animals into disaster planning. This unique legislation provides a timely opportunity for VDART to partner with local, state, and community partners in preparing for the full scope of a disaster response.

The State of Vermont issued a Vermont domestic Nonprofit Certificate of Incorporation to VDART, Inc. effective July 08, 2009. The Internal Revenue Service granted VDART its 501(c)(3) status on March 10, 2010 effective retroactively to the date of its incorporation.

VDART, Inc. By-Laws, Section 2:

The mission of the corporation is to provide a coordinated effort in preparing for, preventing, responding to, and recovering from any emergencies affecting animals. The Corporation will work to increase the capability of community coordinated response to animal emergencies on the local, regional, state, and federal level in order to best serve the welfare of animals.

The VDART Board of Directors has determined that its mission is best accomplished by primarily providing support to the developing system of Regional Operating DARTs. Currently there are three: RADART (which has been operational for at least 10 years), and two which are substantially along in their formation: the Upper Valley DART (which has formally applied to VDART for Charter status) and LEPC5 DART. The current best estimate is that six-to-nine Regional Operating DARTs will permit coverage of the entire State.

VDART has entered into a Memorandum-of-Understanding (MOU) with the VT Agency of Agriculture, Food and Markets (VAAFM) to assist the Agency with its responsibility for implementing State Support Function 11 (SSF 11) & the ADEP (Animal Disaster Emergency Plan) of the State Emergency Operations Plan pertaining to Animals during Disasters.

The State of Vermont, State Support Function (SSF) 11 outlines a plan for animal response as an annex to the State Emergency Operations Plan for humans.

VDART is collaborating with the ARC-VT & NHV to ensure the care and sheltering of animals during disaster incidents. VDART's animal-dedicated volunteers are developing plans to respond to the needs of humans with animals, providing referrals to animal care affiliates, maintaining lists of pet-friendly motels, and developing screening tools and job responsibilities for animal shelter volunteers. VDART will promote public education and training in emergency response for volunteers. VDART volunteers will demonstrate basic and advanced levels of animal disaster response training. Training, certification and credentialing is required for all VDART leaders.

VDART, while independent, will work in collaboration with:

- 1) Disaster Animal Response Teams (DARTs). DART volunteers promote the safety and well-being of all animals who are or may be adversely affected during a disaster and to



respond to the needs of those who provide emergency and supportive care to animals during the preparedness, awareness, and response phases of a disaster;

- 2) Community Emergency Response Teams (CERT) CERT volunteers assist the emergency management organizations in times of disaster and emergencies. They are trained in basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations;
- 3) Public safety officials, emergency managers, fire, and emergency services agencies;
- 4) Businesses and animal owners that have facilities to assist in implementing the animal care plans;

VDART is developing MOUs with additional state emergency agencies and appropriate community organizations that respond to disasters.

VDART will encourage its volunteers to join the national DART team under the direction of the Humane Society of the United States (HSUS).

## **V. Mission and Organization of the American Red Cross**

The American Red Cross is mandated by the federal government to provide disaster relief in the time of emergency and has both the capacity and the duty to act in times of disasters. The American Red Cross' authority to perform disaster service was formalized when the United States Congress chartered the organization in 1905. Among other provisions, this charter charged the American Red Cross to continue and carry on a system of national and international relief in time of peace. They are to apply the same in mitigating the sufferings caused by pestilence, famine, fire, floods, and other great national calamities, and to devise and carry on measures for preventing the same (US Congress, act of January 5, 1905, as amended 36 U.S.C.). Federal law reaffirmed the authority of the American Red Cross to provide disaster services in 1974 and again in 1988.

The Vermont and New Hampshire Valley Region (consisting of three individual chapters) is a charitable and nonprofit corporation, which is a unit of The American National Red Cross. ARC-VT & NHV has facilities located in Burlington, Rutland, and Brattleboro that serve as local sites for community programs, volunteer recruitment, and disaster preparedness and response.

The mission of the ARC-VT & NHV in providing disaster sheltering is to provide for as many people as possible in a safe environment. Due to health and safety concerns, the ARC-VT & NHV does not allow animals other than service animals inside its disaster or evacuation shelters. In addition, the ARC-VT & NHV does not assume primary responsibility for providing alternative arrangements for pets. The ARC-VT & NHV does, however, recognize the importance of pets to their owners and appreciates the sense of responsibility and interdependence that pet owners feel toward their pets, especially in times of disaster. The ARC-VT & NHV'S role, as the service provider to the general public, is to ensure that pet sheltering

initiatives and plans developed at the local, county or state level are integrated to the greatest extent possible into the organization's disaster service delivery.

## **VI. Recognition**

VDART recognizes the ARC-VT & NHV as the agency chartered by Congress through which American people voluntarily assist individuals and families in need as a result of disasters. The ARC-VT & NHV recognizes VDART as a state volunteer organization dedicated to the welfare and protection of animals prior to, during and following a disaster. Both organizations, in their voluntary capacity recognize that federal, state and local government responsibility, in times of disaster, remains the same as at other times: i.e., dedicated to the protection of life, property, public health and welfare, as well as the maintenance and repair of public property. The occurrence of a disaster increases, but in general does not change, these responsibilities. The ARC-VT & NHV and VDART support and assist the work of governmental authorities to alleviate the distress caused by disasters, but do not assume responsibility for government functions.

VDART is recognized as the lead animal care agency within Vermont for State Support Function 11 (SSF-11) under the direction of the Vermont Agency of Agriculture, Food and Markets (VAAFM). In accordance with the passage of the Pets Evacuation and Transportation (PETS) Act, guidelines for state and local integration of services are currently under continuous development in Vermont (Oct. 2006).

## **VII. Cooperative Actions**

In order that the resources of the ARC-VT & NHV and VDART, including its Chartered Regional Operating DARTs and its formal affiliate DARTs, may be coordinated and used effectively in disasters, both organizations agree to the following:

- 1) Close liaison and communication will be maintained between ARC-VT & NHV and VDART before, during and after disasters within the territory governed by ARC-VT & NHV. Each organization will share current data regarding disasters, disaster declarations and changes in legislations through assigned liaisons; (see #4 below)
- 2) VDART may, at the request and direction of the State Veterinarian of VAAFM (who is charged with the responsibility for implementation of SSF 11), serve as a referral resource for animal response teams in the state of Vermont. At the local level, representatives of VDART will coordinate with the ARC-VT & NHV in responding to disasters;
- 3) Cooperative agreements will be maintained locally and statewide for mutual planning and exchange of information and for liaison regarding the imminence of a disaster;
- 4) ARC-VT & NHV may include VDART personnel in the ARC Staff Mass Care Feeding and Staff Shelters and provide access to their Staff Health and Disaster Mental Health Service (both clients and staff) support if needed.

- 5) VDART may have a DART member stationed at the registration desk of major ARC Shelters to respond when clients arrive with their animals (this would serve to redirect clients to the Animal Shelter and take the referral pressure off the ARC Intake workers).
- 6) VDART may assist with the support of Service Animal inclusion, as part of the Functional Needs Support Services (FNSS), in the ARC-VT & NHV shelters when appropriate.
- 7) The ARC-VT & NHV will provide VDART with available data regarding the effects of a disaster and the progress of relief efforts, including the locations of Red Cross human shelters to the extent they are authorized with respect to confidentiality and privacy rights;
- 8) The ARC-VT & NHV may refer disaster-caused animal care needs in the ARC-VT & NHV territory to VDART that may coordinate or refer the relief effort to its system of Chartered Regional Operating DARTs, its formally affiliated DARTs and other local humane organizations for necessary assistance to meet the disaster-caused needs of animals. There are no exclusive rights, neither implied nor granted, by either party for the caring of animals. This agreement encompasses the potential need for other referrals or referring agencies, otherwise called "VDART Affiliates", which may include, but not be limited to: the ARC-VT & NHV, Humane Society of the United States (HSUS), United Animal Nations (UAN), the Vermont Humane Federation, , International Fund for Animal Welfare (IFAW), American Society for the Prevention of Cruelty to Animals (ASPCA), other Vermont DART teams, Affiliated Veterinarians, Pet Shelters and other organized animal disaster response groups;
- 9) Animal Sheltering: VDART assistance will be provided to establish companion animal shelters (livestock and exotic animals are handled separately; Note: VDART does not deal with wild animals) in close proximity to the human shelters. VDART will provide, through its system of Chartered Regional Operating DARTs and formal Affiliates, the following for animal sheltering:
  - a) For large-scale responses where people are housed in American Red Cross operated shelters according to State Support Function 6, VDART resources and/or referrals will be established for their animals. For smaller incidents, such as fires, VDART resources and/or referrals will be available after owner responsibility and ARC-VT & NHV resources (i.e., animal control) are exhausted;
  - b) Provide sheltering based upon its team capabilities, level of training and level of the incident;
  - c) Staff and maintain the emergency shelter designated to house animals;
  - d) Liaison with the ARC-VT & NHV regarding pet owner needs including gathering information from pet owners regarding "left behind" animals. VDART will provide

this information to the appropriate animal emergency rescue authorities including: local Animal Control Officers, , the Vermont State Veterinarian, Public Health Veterinarian, Town Health Officers, Animal Search and Rescue organizations or other animal care and control agencies. Animals left behind, with unknown ownership, will be handled as strays based upon existing protocols or those which are established for the context of a particular response. ARC-VT & NHV will not engage in pet placement; VDART does not, at this time, engage in physical rescue of animals, which is primarily the responsibility of local Animal Control Officers, but rather focuses on their sheltering, VDART will work to facilitate pet placement of “abandoned and unclaimed animals ” after the specified holding period has ended through suitable affiliates.

- e) Assume responsibility for animal care and basic clean up of the animal rescue areas;
  - f) Coordinate with the ARC-VT & NHV to seek appropriate, accessible animal housing near human emergency shelter sites in Vermont and the New Hampshire Valley. The ARC-VT & NHV may notify VDART of animal facilities that may serve the purpose of animal sheltering near the human shelter sites, however, the ARC-VT & NHV will not establish such sites. As feasible, the ARC-VT & NHV and VDART will both educate local Emergency Managers about the desired need to have animal housing in close proximity to human shelter sites;
  - g) The ARC-VT & NHV will recognize VDART identification. VDART will incur the expense for its own ID materials. VDART will recognize ARC-VT & NHV identification. ARC-VT & NHV will incur the expense for its own ID materials;
  - h) ARC-VT & NHV and VDART agree to work together to allow clients to participate in the care and attention to their pets/animals at the animal shelter by scheduled times and/or appointments only;
- 10) The ARC-VT & NHV will assist in the recognition of VDART in disaster operations via referrals to VDART. Information about VDART and its function will be shared with the ARC-VT & NHV disaster team. VDART can provide education about its operations and suggest procedures that will coordinate with the ARC-VT & NHV operations;
- 11) ARC-VT & NHV and VDART will work together to promote community awareness and preparedness for human and animal-impacted disasters;
- 12) The ARC-VT & NHV agrees to make referrals to pet-friendly motels. VDART will attempt to keep an updated list of pet-friendly motels in Vermont and the New Hampshire Valley and adjacent states for use in times of disaster. The ARC-VT & NHV will be kept informed of this list.
- 13) The ARC-VT & NHV will provide referrals of any pet products donated during the disaster directly to the individuals affected or to VDART for distribution;

- 14) The ARC-VT & NHV and VDART will share in the development of local response plans; training programs (Disaster Services: An Overview and other programs); distribution of animal preparedness literature; training of volunteers to ask, assess and refer clients with pet needs as part of their registration intake sheltering training;
- 15) The two organizations agree that any expense incurred as a result of cooperation or collaboration under the terms of this MOU will be the responsibility of the party incurring the expenses unless apportioned as agreed to in writing by both parties prior to incurring such expenses;
- 16) VDART and ARC-VT & NHV are primarily dependent upon public support to carry out their programs. Each organization will be responsible for its own appeals and will be sympathetic to each organization's conducting of special appeals and campaigns for funds during times of disaster. The two organizations may work in partnership for the common goal of supporting people and their pets during a declared disaster.

### **VIII. Release of Liability**

This MOU does not create a partnership or joint venture, and neither party has the authority to bind the other. The ARC-VT & NHV and VDART agree that no officer, director, member, sponsor, employee, volunteers, affiliate or agent of either organization should be personally liable for any obligation created by, or arising from this agreement or the services to be performed hereunder.

The sole ramification for non-performance under this MOU shall be termination, with no damages or penalty.

The ARC-VT & NHV will assume no liability for animals placed in the care of VDART and/or VDART Affiliates. Animal owners will be the party responsible for their animals and must sign waivers releasing VDART and VDART affiliates from responsibility for animal care during a disaster. VDART affiliates will include, but not be limited to: the ARC-VT & NHV and others as stated above.

The ARC-VT & NHV will assume no liability for employees or volunteers of the VDART organization and/or VDART Affiliates. VDART volunteers and employees will be responsible for their own safety and will agree to accept any and all risks of injury or death, while providing care for animals during disaster.

### **IX. Modification and Periodic Review**

This MOU can be modified at any time that both parties agree on the modifications and such modifications are affirmed in writing and attached as an addendum to this statement. The MOU is open to annual review by representatives of the ARC-VT & NHV and VDART. A designated period of agreement may be assigned to this document.





**Upper Valley  
Disaster Animal  
Response Team  
&  
Upper Valley  
Humane Society**



**Memorandum of  
Understanding  
  
(Approved)**

This Mutual Assistance Memorandum of Understanding (“MOU”) is made between The Upper Valley Disaster Animal Response Team, Inc. (hereinafter referred to as “UVDART”) and the Upper Valley Humane Society, Inc. (hereinafter referred to as “UVHS”) as of this 18th day of June, 2013.

The purpose of this Memorandum of Understanding (“MOU”) is to document the mutual understanding of UVDART and UVHS, to provide a broad framework for cooperation between the two organizations in providing services during a disaster to companion animals.

**RECITALS:**

WHEREAS: The Upper Valley Disaster Animal Response Team is a chartered {pending} subordinate Regional Response Team of the Vermont Disaster Animal Response Team (VDART) Inc. Network, (hereinafter referred to as VDART).

WHEREAS: VDART is a public benefit corporation with 501(c)(3) status from the U.S. Internal Revenue Service and UVDART is a Vermont nonprofit corporation serving the Upper Valley Bi-State region of New Hampshire and Vermont;

WHEREAS: The mission of UVDART, Inc. is to provide a coordinated effort in preparing for, preventing, directing response to, and recovering from any natural or man-made disaster affecting companion animals.

WHEREAS: The Upper Valley Humane Society (UVHS) is a New Hampshire incorporated public benefit corporation with 501(c)(3) status from the U.S. Internal Revenue Service;

WHEREAS: As stated in UVHS's mission statement, "The mission of The Upper Valley Humane Society (UVHS) is to compassionately connect people and pets. The vision of the Upper Valley Humane Society is to achieve excellence in animal welfare through a progressive approach to flexible adoptions, positive training, open-admission sheltering, and humane education. We are committed to supporting our community by providing the resources people and pets need to improve their relationship, increasing opportunities for pets to find new homes, and preventing cruelty."

WHEREAS, from time to time, in pursuit of their missions, particularly during a significant natural or man-made disaster or during a major training event, it would be to the mutual benefit of both organizations to provide various forms of assistance to each other.

WHEREAS, it is good form and planning to define the nature of these relationships and assistances prior to the occurrence of an event requiring them, this Memorandum of Understanding is agreed to for that purpose.

WHEREAS, both organizations agree that all assistance requested or offered by either organization may be limited to the extent that their resources allow.

WHEREAS: It is understood and acknowledged by all parties that: UVDART is an all volunteer organization which responds to the best of its ability on an ad hoc basis during significant disasters.

WHEREAS: The UVHS employs both paid staff and volunteers and conducts business on a seven day a week, 365 days a year basis.

Potential cooperation benefits between UVDART and UVHS:

- \* UVDART may call on UVHS to assist with sheltering companion animals after a small scale disaster.
- \* UVHS, if it needs to evacuate, will need to find alternative shelter. While its leadership is planning on prearranging some options, UVDART may help coordinate or assist in finding alternate sheltering locations.
- \* If a disaster materially affects businesses, as in the case of Tropical Storm Irene, UVHS may have difficulty obtaining supplies. UVDART may provide supplies, including access to its CAMET trailer, upon request and at UVDART's discretion. In such instance, the UVDART Companion Animal Mobile Equipment Trailer Memorandum of Understanding as entered into between UVDART and the Vermont Humane Federation ("CAMET MOU"), is incorporated herein by reference and the parties hereto agree that the terms thereof shall apply to any requests made hereunder as if UVHS were the Vermont Humane Federation. .
- \* UVHS may identify and share a senior staff member with UVDART to facilitate remote location shelter set up. In this instance, UVHS will not retain operational responsibility for

the site, however may serve as the Incident Commander because of the inherent shelter experience within that senior staff member.

- \* If UVHS is at full capacity in its emergency pet shelter but there is still a community need, UVDART may assist in arranging a secondary pet sheltering site.
- \* UVHS may provide long term pet sheltering, or overflow sheltering for UVDART temporary pet shelters.
- \* UVHS will make every effort to assist UVDART in the case of animals identified as “abandoned.” This is critical as UVDART is acknowledged to have no capacity, authority or responsibility to provide long term sheltering or adoption services for these animals.
- \* UVDART and UVHS agree to mutually assist the other in making connections with licensed veterinary providers when necessary.
- \* UVHS has some established relationships with community partners that they may pass on to UVDART
- \* UVDART and UVHS may share training resources in disaster preparedness and response, animal handling or shelter management as be appropriate or necessary.
- \* UVDART and UVHS may work together to coordinate animal intake processes at human shelters.
- \* UVHS, when capable, is willing to transport animals from UVDART’s custody upon request.
- \* UVHS agrees to share its forms for disaster sheltering for pets to facilitate ease of transference between shelters if necessary.
- \* If so many pets are displaced after a disaster that UVDART’s temporary shelter personnel and supplies cannot accommodate all of them, UVHS may send trained staff and volunteers, as well as its van to assist.
- \* UVDART may choose to notify UVHS when they are informed by another organization of a sheltering need that they themselves are unable to assist in.
- \* There may be other areas of unforeseen beneficial mutual assistance, which the leadership of both organizations determine during an actual event, which may be provided when both parties are in agreement and memorialize in writing as part of the record of that event.
- \* Neither party to this MOU has the authority to act on behalf of the other party or bind the other party to any obligation. This MOU is not intended to be enforceable in any court of



law or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination of the MOU, with no damages or penalty.

- \* Each party to this MOU will maintain its own identity and personnel identification in providing service. Each organization is separately responsible for establishing its own policies and financing its own activities. Consequently, provision of personnel and/or services from one Agency to the other during implementation of this MOU is made freely and without expectation of payment or reimbursement with the exception of the CAMET trailer as covered in the VDART MOU pertaining thereto.
- \* When either party provides personnel resources to the other, the host Agency shall be presumed to retain Incident Command through its designated Disaster Response Director. Exceptions must be clearly stated in advance in writing and agreed to by appropriate Officers of the respective Corporations.

All notices to UVDART shall be provided to the following address:

Secretary, UVDART  
217 Poor Farm Road  
Thetford Center, VT 05075  
Attn: Alice Gollnick  
Phone: 802- 785-4250  
Email: agollnick@valley.net

All notices to UVHS shall be provided to the following address:

Executive Director,  
UVHS  
300 Old Route 10  
Enfield, NH 03748  
Attn: Deborah K Turcott  
Phone: 603-448-6888 ext. 110  
Email: Deborah.Turcott@uvhs.org

Nothing in this MOU shall in any way be construed as a waiver of sovereign immunity or any immunity from liability under any statute if and when it shall be applicable. Each of the parties hereto acknowledges and agrees that nothing herein shall make either party liable for the costs, expenses, damages or liability incurred by the other, even to the extent that such liability is incurred during activities undertaken at the request of the other party (pursuant to this MOU or otherwise).

Either party may terminate this agreement upon thirty (30) days advance written notice; this MOU may be terminated upon the mutual consent of the parties.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first set forth above.

UPPER VALLEY DISASTER ANIMAL RESPONSE TEAM, INC.

By:\_\_\_\_\_

Name Printed:

Title:

UPPER VALLEY HUMANE SOCIETY, INC.

By:\_\_\_\_\_

Name Printed:

Title: