

**THE GREATER METROPOLITAN WASHINGTON AREA
MEMORANDUM OF UNDERSTANDING
FOR ANIMAL SERVICES**



**METROPOLITAN WASHINGTON
COUNCIL OF GOVERNMENTS**

JANUARY 2002

{ADOPTED BY COG BOARD OF DIRECTORS}

MAY 8, 2002

PER RESOLUTION #R16-02

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
777 North Capitol Street, N.E., Suite 300
Washington, D.C. 20002

RESOLUTION ENDORSING
THE GREATER METROPOLITAN WASHINGTON AREA
MEMORANDUM OF UNDERSTANDING FOR ANIMAL SERVICES

WHEREAS, the Metropolitan Washington Council of Governments (Council) has a number of public safety mutual aid agreements; and

WHEREAS, the Federal Emergency Management Agency, State Emergency Management Agencies, the American National Red Cross and others have concluded that providing mutual assistance and service to animal victims of disaster is an important part of the emergency planning mosaic; and

WHEREAS, the COG Animal Services Committee, the Disaster & Emergency Preparedness Committee, the Human Services & Public Safety Policy Committee and the Chief Administrative Officers Committee have developed and reviewed *The Greater Metropolitan Washington Area Memorandum Of Understanding For Animal Services (MOU)*; and

WHEREAS, the events of 9-1-1 in New York and the Washington Metropolitan Region reaffirmed the need in an even greater fashion to address issues regarding disaster preparation and response with respect to the animal population in each area.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS THAT:

The MOU, *The Greater Metropolitan Washington Area Memorandum Of Understanding For Animal Services* is attached and shall be transmitted to each jurisdiction for review and signature by the appropriate local designee'.

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS

MEMORANDUM OF UNDERSTANDING **FOR ANIMAL SERVICES**

ARTICLE I: PURPOSE AND AUTHORITIES

This Memorandum of Understanding is made and entered into by and between the local governments within the Washington Metropolitan Area signatory hereto.

The purpose of this Memorandum is to provide for mutual assistance among the signatories entering into this MOU in managing any emergency/disaster that is duly declared by a signatory government or to assist another jurisdiction act to prevent an emergency situation from becoming a disaster. The authorized representative of a signatory government may request assistance of another signatory government by contacting the authorized representative of that signatory government. Such cooperation will:

- Ensure the maintenance of good order,**
- Provide for animal care and control; and**
- Ensure public safety within the region during a state of emergency or other emergency situation, which requires animal services assistance beyond the capacity of a signatory jurisdiction or agency.**

Emergency or disaster situations that impact animals may arise from natural or man-made catastrophes considered within the traditional realm, but may also involve those emergencies unique to an animal service response.

This Memorandum shall also provide for mutual cooperation to prevent an event from becoming a disaster and in emergency-related exercises, testing, or other training activities using equipment and personnel simulating performance of any aspect of the giving and receiving of aid by signatory jurisdictions or subdivisions of signatory jurisdictions during emergencies, such actions occurring outside actual declared emergency periods. It is incumbent upon signatory agencies to ensure that animal services personnel receive the training and have the qualifications necessary to perform the functions that they are assigned in accordance with the assistance stipulated in this Memorandum.

WHEREAS, these signatory governments in the Washington Metropolitan Area have determined that the provision of animal services aid across jurisdictional lines in emergencies will increase their ability to preserve the health, safety, and welfare of people and animals of the entire area.

ARTICLE II: BACKGROUND

The Washington Metropolitan Area is subject to emergency or disaster situations arising from natural disasters, technological hazards, man-made disasters, civil emergency aspects of resource shortages, community disorders, insurgency, terrorism or enemy attack. These emergency situations, whether natural or man-made, place animals at the same potential risk as human beings. A community disaster plan calling for mutual assistance for animals must anticipate all potential disasters (both large and small-scale), from a fire at the local animal shelter to a large scale animal hoarder to a hurricane, tornado or earthquake that impacts the entire community and surrounding areas.

Since animals and the related public health impact are sometimes forgotten in emergency situations, or because specific provisions are not made in advance to provide for their welfare, animals are often abandoned to fend for themselves in times of emergency. Accordingly, a serious problem is created in which the animals may suffer deprivation and/or untreated injuries, and also may create a public health risk for human beings.

Disasters in recent years and follow-up research have shown that proper preparation and effective coordination of animal issues enhances the ability of emergency personnel to protect both human and animal health and safety. It is much more efficient, effective, and inexpensive to develop plans to address animal issues prior to an incident than during one. The following issues highlight some of the concerns why planning for animals is a necessary part of the emergency response:

- *People Refuse to Evacuate and/or try to Return Early to Unsafe Areas*
- *Public Health and Safety Risks are Caused by Animals at Large*
- *Public Health and Safety Risks are Increased by Animal Carcasses*
- *Local Economies which Include Animal Related Businesses*
- *Animal Issues are a Potential Public Relations Catastrophe*
- *Control of Self-Responders (i.e. unauthorized volunteers) and Misuse of Donations*

By considering the issues involving animals in emergencies/disasters and taking a proactive approach on the regional level, instead of a reactive approach after the damage is done, there is a greater chance that animals and their owners will survive an emergency/disaster.

ARTICLE III: GENERAL IMPLEMENTATION

Each party entering into this Memorandum recognizes many emergencies transcend political jurisdictional boundaries and that intergovernmental coordination is essential in managing these and other emergencies under this MOU. Each party further recognizes that there will be emergencies or potential disasters, which require immediate access and well understood procedures to apply outside resources to make a prompt and effective response to such an emergency. This is because few, if any, individual parties have all the resources they may need in all types of emergencies or the capability of delivering resources to areas where emergencies exist.

When a situation within the boundaries of any of the parties hereto exists with a potential for requesting mutual assistance, the party or parties to this Memorandum shall notify the other party or parties of this MOU of such an emergency situation and its need for assistance.

Each party shall designate the appropriate official empowered to request assistance under this Memorandum.

ARTICLE IV: SIGNATORY GOVERNMENT/JURISDICTION RESPONSIBILITIES

It shall be the responsibility of each signatory government to formulate an animal services emergency/disaster relief plan including provision for mutual aid cooperation in the performance of the responsibilities listed in this article. In formulating such plans, and in carrying them out, the signatory governments, insofar as practical, shall:

- ❑ Review individual local and state hazards analyses and determine all those potential emergencies the signatory governments might jointly suffer, whether due to natural disaster, technological hazard, man-made disaster, emergency aspects of resource shortages, civil disorders, terrorism, transportation wrecks, outbreaks of contagious disease, and other emergency situations which require assistance beyond the capacity of a signatory government.
- ❑ Assist local emergency management agencies to integrate an animal services emergency/disaster relief plan within their local Emergency Operations Plan. Preparation, response and recovery activities for animal issues should be included in the local emergency agency's Standard Operating Procedures (SOPs). Ultimately, the local (city/county) animal response plan should be adopted as an annex to the Operational Area Emergency Response Plan. Help the local emergency agency identify an Animal Coordinator to be part of the local Emergency Operations Center (EOC).
- ❑ Review the individual emergency plans of signatory governments and develop a plan that will determine the mechanism for the mutual aid management and provision of assistance concerning any potential emergency.
- ❑ Develop interjurisdictional/interstate procedures to fill any identified gaps and to resolve any identified inconsistencies or overlaps in existing or developed plans.
- ❑ Assist in warning communities adjacent to or crossing the regional boundaries.
- ❑ Protect and assure uninterrupted delivery of services, medicines, water, food, rescue,

supplies, and resources.

- ❑ Inventory and set procedures for the interjurisdictional/interstate loan and delivery of personnel and material resources.
- ❑ Cooperate in region wide training, education, and orientation programs.
- ❑ Exchange other services not specifically named in this section if mutually agreed upon by the parties to this agreement.
- ❑ Provide, to the extent authorized by law, for temporary suspension of any statutes or ordinances that restrict the implementation of the above responsibilities.

The authorized representative of a signatory government may request assistance of another signatory government by contacting the authorized representative of that signatory government. The provisions of this agreement shall only apply to requests for assistance made by and to authorized representatives. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

- ✓ A description of the emergency service function for which assistance is needed, such as but not limited to personnel, equipment, transportation, communications, sheltering animals, planning and information, resource support, veterinary services, and rescue.
- ✓ The amount and type of personnel, equipment, materials, supplies and sheltering needed for animals, and a reasonable estimate of the length of time that they will be needed.
- ✓ The specific place and time for staging of the assisting government's response and a 24 hour point of contact at that location.

There shall be frequent consultation among signatory government officials who have assigned animal services responsibilities and other appropriate representatives of the signatory governments with affected jurisdictions, with free exchange of information, plans, and resource records relating to emergency capabilities.

ARTICLE V: DIRECTION OF ASSISTANCE

The signatory governments animal services officers, agents and employees rendering assistance under this Agreement shall do so under the direction and control of the appropriate official designated by the jurisdiction requesting the aid.

The signatory governments shall notify each other of the name, address, and telephone numbers (24 hours/seven day contact) of the officials authorized to request and direct mutual aid activities within their jurisdiction.

ARTICLE VI: LIMITATIONS

Any signatory government requested to render mutual aid or exercises and training for mutual aid shall take such action as is necessary to provide and make available the resources covered by this Memorandum in accordance with the terms hereof; provided it is understood that the

signatory government rendering aid may withhold resources to the extent necessary to provide reasonable protection for such government jurisdiction.

Each signatory government shall afford to the emergency animal services personnel of any other signatory government, while operating within its governmental limits under the terms and conditions of this Memorandum, the same powers (except that of enforcement power unless specifically authorized by the receiving jurisdiction), duties, rights and privileges, as are afforded animal services personnel of the jurisdiction in which they are performing emergency services. Emergency animal services personnel will continue under the command and control of their regular leaders, but the organizational units will come under the operational control of the emergency services authorities of the jurisdiction receiving assistance.

ARTICLE VII: COST FOR SERVICES

In general, a party to this agreement shall not be indebted to another party for the cost of any usual and customary emergency services rendered by that other party in accordance with the terms and conditions of this Memorandum.

However, any signatory government rendering aid in another jurisdiction pursuant to this Memorandum shall be reimbursed by the signatory government receiving such aid for any loss or damage to or expense incurred in, the operation of any equipment answering a request for aid and for the cost incurred in connection with such requests; provided, that any aiding party government may assume in whole or in part such loss, damage, expense, or other cost, or may loan such equipment or donate such services to the receiving jurisdiction without charge or cost; and provided further, that any two or more signatory governments may enter into supplementary agreements establishing a different allocation of costs among those governments.

Moreover, in the event of a specific incident where the responsible jurisdiction may be able to recover costs of mitigating a specific incident, the costs incurred by an assisting signatory government may be reimbursed to that government if said costs are recovered from the party legally responsible for causing the incident.

In addition, each signatory government shall provide for the payment of compensation and death benefits to injured members of the emergency personnel of that government (which may include both paid staff and its duly authorized volunteers) and the representatives of deceased members of such personnel in case such members sustain injuries or are killed while rendering aid pursuant to this Memorandum in the same manner and on the same terms as if the injury or death were sustained within their own jurisdiction.

ARTICLE VIII: LIABILITY/INDEMNIFICATION

All services performed and expenditures made under this Memorandum shall be deemed for public and governmental purposes. No party, their employees, volunteers and agents, that respond to the request from another party pursuant to this Memorandum shall be liable on account of any act or omission in good faith on the part of such party while so engaged, or on account of the maintenance or use of any equipment or supplies in connection therewith, to the extent such immunity is enjoyed by officers and employees of the jurisdiction in which they are rendering aid. In the case of officers or employees, good faith in this Article shall not include

willful misconduct, malicious or gross negligence, recklessness or omissions. Each party responding to a request for assistance under this Memorandum agrees to cooperate with and give reasonable assistance to the requesting party or its designees in defending any identified claims.

Each party shall waive any and all claims against all the other parties hereto which may arise out of their activities outside their respective jurisdictions while rendering assistance under this Memorandum.

Each party shall indemnify and save harmless the other parties to this Memorandum from all claims by third parties for property damage or personal injury which may arise out of the activities of the other parties to this Memorandum outside their respective jurisdictions while rendering assistance under this Memorandum. The party receiving assistance shall be solely responsible for indemnifying all parties rendering assistance to it. In no case shall the responding party (ies) have joint or several responsibility for indemnifying other party (ies) rendering assistance.

ARTICLE IX: MODIFICATION/DURATION

This Memorandum shall become operative immediately upon its ratification by any signatory government as between it and any other signatory government so ratifying. Duly authenticated copies of this Memorandum and on such supplementary agreements as may be entered into shall, at the time of their approval, be deposited with each of the signatory governments and any other appropriate agencies of the local, state and federal government.

This Memorandum may be activated, as needed, only subsequent to a request by a signatory government that is to receive assistance or commencement of exercises and/or training for mutual aid and shall continue so long as the exercises and/or training for mutual aid are in progress, the emergency remains in effect or loaned resources remain in the receiving jurisdiction (s), whichever is longer.

This Memorandum may be modified at any time the parties deem it necessary. Suggested modifications to this Memorandum shall be developed in writing and distributed to each party for their review and comment. A modification to this agreement is approved or rejected by mutual consensus of the signatory governments.

This Memorandum shall continue in force and remain binding on each party until the signatory government takes action to withdraw therefrom. Such action shall not relieve the withdrawing government from obligations assumed hereunder prior to the effective date of the withdrawal and shall not be effective until 30 days after notice thereof has been sent by the party government office designated by signature on this Memorandum desiring to withdraw to the office designated by signature of all other party governments.

Withdrawal from this Memorandum by any one party shall not terminate the Memorandum among the remaining parties.

IN WITNESS WHEREOF the parties hereto have executed this Memorandum as of the date first above written.

SIGNATORIES

<u>JURISDICTION</u>	<u>SIGNATURE</u>	<u>DATE</u>
District of Columbia	By _____	
Anne Arundel County, Maryland	By _____	
City of Bowie, Maryland	By _____	
City of College Park, Maryland	By _____	
Frederick County, Maryland	By _____	
City of Gaithersburg, Maryland	By _____	
City of Greenbelt, Maryland	By _____	
Montgomery County, Maryland	By _____	
Prince George’s County, Maryland	By _____	
City of Rockville, Maryland	By _____	
City of Takoma Park, Maryland	By _____	
City of Alexandria, Virginia	By _____	
Arlington County, Virginia	By _____	
City of Fairfax, Virginia	By _____	
Fairfax County, Virginia	By _____	
City of Falls Church, Virginia	By _____	
Loudoun County, Virginia	By _____	
Prince William County, Virginia	By _____	