



A Tradition of Stewardship
A Commitment to Service

**County of Napa
County Executive Office**

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Kerry John Whitney
Risk & Emergency Services Manager

MEMORANDUM

To:	Board of Supervisors	From:	Angel Hernandez, Emergency Services Officer
Date:	May 16, 2022	Re:	BOS Agenda for May 17, 2022 Consent Item No. 7 AI

The attached Memorandum of Understanding (MOU) is replacing the MOU in the agenda item to provide gender free language changes and to clarify the reference to “Attachment 1.”

Cc: Minh C. Tran
Thomas Zeleny

**MEMORANDUM OF UNDERSTANDING BETWEEN NAPA COUNTY
AND NAPA COMMUNITY ANIMAL RESPONSE TEAM**

This Memorandum of Understanding (MOU) for an emergency animal shelter is entered into by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “County”, and the NAPA COMMUNITY ANIMAL RESPONSE TEAM (Napa CART). This MOU shall set forth the types and terms of collaborative services between County and Napa CART.

RECITALS

WHEREAS, during times of fire, flood, natural or human-caused disasters, and other emergencies, animals may need rescue services beyond the staffing capacity of the County’s Animal Shelter and Adoption Center of the Public Works Department; and

WHEREAS, the Board of Directors of Napa CART and COUNTY desire to work together as appropriate to provide emergency assistance in the situations mentioned above when such assistance is requested by the Napa County Sheriff’s Office (NSO); and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) provide authority for securing summary criminal history information to assist the County in fulfilling employment, certification, or licensing duties, such as certification as a disaster service worker; and

WHEREAS, Penal Code Sections 11105(b)(11) and Penal Code 13300(b)(11) require the Board of Supervisors to specifically authorize access to summary criminal history information for employment, licensing, or certification purposes, including certification as a disaster service worker; and

WHEREAS, the Board of Supervisors desires to authorize this access in connection with all volunteer disaster service works; and

WHEREAS, Napa CART and County shall collaborate on a variety of issues related to assistance for animals during a disaster and are convinced of the importance of furthering this collaboration to leverage each other’s expertise, experience, and personnel during a disaster; and

WHEREAS, it is appropriate for Napa CART personnel to be sworn volunteer disaster services workers to ensure various protections, including immunities, apply to assistance they provide during an emergency event.

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TERMS

NOW, THEREFORE, County and Napa CART hereby agree to the following memorandum of understanding (MOU):

1) PURPOSE OF MOU

- a) The purpose of this MOU is to provide assistance to Napa County Office of Emergency Services (OES), when requested by NSO, with all aspects of animal rescue, sheltering and care, when conditions specified in this MOU warrant such assistance.
- b) The parties agree that their mutual goal is to provide lifesaving services for animals impacted by an emergency or disaster situation. With this stated goal, the MOU identifies the following objectives:
 - i) Identify locations to set up temporary shelter(s) and obtain required permission for use of such sites. County will utilize existing MOUs, depending on the nature of the event.
 - ii) Establish criterion for invoking the provisions of this MOU.
 - iii) Determine sheltering needs of the animal population to be cared for.
 - iv) Other items as agreed upon as a result of planning for or responding to an event.

2) Napa CART ACTIVATION AND VOLUNTEERS

- a) The volunteer services of Napa CART shall be requested and utilized under the specific direction of the NSO and OES and shall only be activated by NSO under appropriate conditions including, but not limited to:
 - i) Evacuation of animals impacted by wildfire, flood, hazardous materials incidents, and other declared disasters.
 - ii) Animal seizure due to abuse, neglect, or other issues.
 - iii) Neighborhood evacuations or evacuations of specific county areas that may leave animals unattended or in need of emergency assistance.
 - iv) Technical rescue of entrapped or injured livestock under the supervision of responding entity.
- b) Napa CART agrees that any activation authorization shall be provided to Napa CART exclusively by the NSO in consultation with Napa County Fire/Cal Fire. NSO will communicate the activation of Napa CART to OES.
- c) Napa CART agrees that under the terms of this MOU, there shall be no self-deployment in Napa County. Any deployment in Napa County under the terms of this MOU, shall be authorized and ordered by the NSO.
- d) Napa CART agrees to do its best to activate upon request and authorization; however, both parties acknowledge there is no legal requirement for Napa CART to provide assistance under this MOU.

- e) Upon authorized activation by NSO, Napa CART volunteers will be scheduled and maintained at a reasonable level according to the needs and duration of the specific incident.
- f) Napa CART and its volunteers will be covered by applicable statutory immunities only when specifically authorized by NSO to be activated for response, and to the extent of the law.
- g) It is strongly recommended that all Napa CART evacuation team volunteers have rabies pre-exposure and current tetanus vaccinations.
- h) All Napa CART volunteers must pass a minimum background check prior to providing service under this MOU. Background checks will be provided in coordination with OES and NSO.

3) **RESPONSIBILITIES OF PARTIES**

- a) Both parties agree to:
 - i) Conduct a review of this document upon request by either party and make revisions as determined agreeable by both parties by duly executed amendment signed by both parties.
 - ii) Provide notification of any changes in contact information.
 - iii) Identify response deficiencies and determine corrective actions needed.
 - iv) Keep each other informed of changing conditions and capabilities.
- b) Napa CART Responsibilities:
 - i) Napa CART shall comply with the requirements for making purchases and incurring fuel costs as set forth in Exhibit A – Requirements for Purchases and Reimbursement of Fuel Costs during Disaster, as attached and by this reference incorporated herein, in order to receive reimbursement.
 - ii) All Napa CART volunteers shall sign in at the beginning of each shift worked and sign out when the shift has ended.
 - iii) Upon activation of Napa CART pursuant to Section 2.b. of this MOU, any and all purchase of supplies must be made in strict compliance with the procedures set forth in Exhibits A through C of this MOU. Napa CART will not be reimbursed for any items (excluding fuel) purchased directly by Napa CART or its volunteers.
- c) County Responsibilities:
 - i) Through NSO, County shall provide authorization to activate.
 - ii) Reimburse Napa CART for approved fuel costs after the appropriate logs set forth in the Exhibits are received, reviewed, and approved by County's Purchasing Department.

4) **LIMITATIONS OF MOU**

- a) County acknowledges that activation and services of Napa CART under this MOU are not limited to emergencies or major disasters that receive a federal declaration.
- b) County will not reimburse any costs if Napa CART self-deploys without receiving prior authorization to activate by the NCSO.
- c) This MOU in no way restricts either party from participating in any activity with other public or private agencies or organizations during a disaster.

5) **TERMS AND CONDITIONS**

- a) **TERM:** The term of this MOU shall become effective upon date of execution and terminate three years from date of execution. Either party may terminate this MOU by providing a thirty (30) day written notice to the other party as provided in Section 8 below.
- b) **REIMBURSEMENT:** Napa CART volunteers shall be reimbursed for fuel costs, material costs associated with sheltering efforts, when activated pursuant to Section 3.B of this MOU and at discretion of EOC Manager or their designee. In order for Napa CART volunteers to receive reimbursement for fuel costs, the requirements outlined in the attached Exhibits must be met. Reimbursement shall be made approximately 45 days after County's Office of Emergency Services reviews and approves the expenses submitted by Napa CART.
- c) **INDEPENDENT CONTRACTOR:** Napa CART is an independent contractor, working under their own supervision and direction, and is not a representative or employee of County. Napa CART agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this MOU.
- d) **MUTUAL HOLD HARMLESS:** Napa CART shall defend, indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Napa CART, its officers, agents or employees.

The County shall defend, indemnify and hold harmless Napa CART, its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the County, its officers, agents or employees.

- e) **INSURANCE:** Each party shall be responsible for its own actions or omissions and those of its employees. Each party shall be individually responsible for providing

insurance coverage in accordance with its existing employee and volunteer policies and practices. Each party shall maintain its own equipment in safe and operational condition. Auto insurance is the responsibility of the disaster service worker. Workers Compensation will be provided by State Compensation Insurance Fund, in accordance with California Office of Emergency Services Disaster Service Worker Volunteer Program Guidance. This guidance is mentioned here by reference only and can be accessed via: <http://www.caloes.ca.gov/cal-oes-divisions/planning-preparedness/disaster-service-worker-volunteer-program>.

- f) **ALTERATION OF TERMS:** The body of this MOU fully expresses all understandings of the parties concerning all matters covered and shall constitute the total MOU. No addition to, or alteration of, the terms of this MOU whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of written amendment to this MOU which is formally approved and executed by all parties.

6) **CONTACTS**

Napa CART	Animal Shelter		NSO
Team Managers 24 Hour Call Number	Shelter Managers		Sherriff's Dispatch / Record Division
707-732-1555	Katie Ribardiere:	707-363-1627	707-253-4209
707-200-6555	Kelly Tracey:	707-637-6781	
Vice President			
Saenen Kerson:	707-799-2399		

- 7) **NOTICES:** All notices, claims, correspondence, reports and/or statements authorized or required by this MOU shall be addressed as follows:

County Kerry John Whitney
Risk/Emergency
Services
1195 Third Street
Napa, CA 94559
[kerry.whitney@countyof
napa.org](mailto:kerry.whitney@countyofnapa.org)
Phone: (707) 253-4821

Napa CART Claudia Sonder,
President
Napa CART
PO Box 67,
Napa, CA 94559
Claudia Sonder
Claudia@napacart.org
Phone: (707) 227-8973

- 8) **TERMINATION:** This MOU may be terminated by either party for any reason and at

any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

9) **SPECIAL TERMS:**

- a) Napa CART shall comply with those requirements set for in Exhibit "C" and any other applicable federal, state, or local requirements subsequently deemed applicable in connection with this Agreement.
- b) Napa CART shall document all work done in connection with this Agreement and utilize FEMA project identification codes as directed by the Napa County Auditor and/or the Director of Public Works.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

NAPA COUNTY ANIMAL RESCUE TEAM

By _____
CLAUDIA SONDER, President

By _____
SAANEN KERSON, Vice President

NAPA COUNTY, a political subdivision of
the State of California

By _____
RYAN GREGORY, Chair
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: <u>S. Darbinian</u> Deputy County Counsel Date: May 16, 2022	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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EXHIBIT A

REQUIREMENTS FOR PURCHASES AND REIMBURSEMENT OF FUEL COSTS DURING DISASTER

I. Reimbursement for Fuel Costs

A. Upon activation by Napa County Sheriff's Office (NCSO) to respond to an emergency/disaster, Napa Community Animal Response Team (Napa CART) shall establish a mileage log for each vehicle used during the response. These completed logs shall be returned to County's Office of Emergency Services for any reimbursements.

1. Form 214 – Unit Log shall be used for reimbursement purposes (Exhibit B – Activity Log (ICS 214) as attached and by this reference incorporated herein).
2. Original 214 forms must be used and submitted in order to receive reimbursement.

B. Form 214 shall contain the following information:

1. Name of Driver
2. Type of vehicle
3. Date of Activation
4. Event Name
5. Starting and ending mileage for each trip made in response to the disaster
 - a. Example: Starting mileage from staging area to evacuation area, evacuation area to unloading area, and back for each day vehicle is used.
6. Fuel reimbursements will be paid on a per mile basis and calculated based on the current federal mileage reimbursement rate.

II. Purchasing of Supplies and Special Needs Items

A. All purchases of supplies or special foods must be done through the following process:

1. Resource Request ICS 213RR form (Exhibit C), as attached and by this reference incorporated herein) must be completed and submitted no later than 1100 for approval and submittal for next business day.
2. Resource Request ICS 213RR form must be submitted to OES personnel for approval prior to submittal to EOC for ordering. If OES approval has not been obtained, the form will be returned to sender for completion.
3. The person placing the order must provide a contact phone number in case there is a need to clarify an order.
4. Napa CART will not be reimbursed for any items (excluding fuel) purchased directly by Napa CART or its volunteers.
5. Veterinary requests must be approved by OES employees.

III. Meals:

A. Meals will be provided for volunteers only where their shift(s) coincides with meal

times.

- B. It will be the responsibility of a volunteer with special dietary needs to provide their own meals.

EXHIBIT B

ACTIVITY LOG (ICS 214)

[illegible]

ACTIVITY LOG (ICS 214)

[illegible]

ICS 214

Activity Log

Purpose. The Activity Log (ICS 214) records details of notable activities at any ICS level, including single resources, equipment, Task Forces, etc. These logs provide basic incident activity documentation, and a reference for any after-action report.

Preparation. An ICS 214 can be initiated and maintained by personnel in various ICS positions as it is needed or appropriate. Personnel should document how relevant incident activities are occurring and progressing, or any notable events or communications.

Distribution. Completed ICS 214s are submitted to supervisors, who forward them to the Documentation Unit. All completed original forms must be given to the Documentation Unit, which maintains a file of all ICS 214s. It is recommended that individuals retain a copy for their own records.

Notes:

- The ICS 214 can be printed as a two-sided form.
- Use additional copies as continuation sheets as needed, and indicate pagination as used.

Block Number	Block Title	Instructions
1	Incident Name	Enter the name assigned to the incident.
2	Operational Period • Date and Time From • Date and Time To	Enter the start date (month/day/year) and time (using the 24-hour clock) and end date and time for the operational period to which the form applies.
3	Name	Enter the title of the organizational unit or resource designator (e.g., Facilities Unit, Safety Officer, Strike Team).
4	ICS Position	Enter the name and ICS position of the individual in charge of the Unit.
5	Home Agency (and Unit)	Enter the home agency of the individual completing the ICS 214. Enter a unit designator if utilized by the jurisdiction or discipline.
6	Resources Assigned	Enter the following information for resources assigned:
	• Name	Use this section to enter the resource's name. For all individuals, use at least the first initial and last name. Cell phone number for the individual can be added as an option.
	• ICS Position	Use this section to enter the resource's ICS position (e.g., Finance Section Chief).
	• Home Agency (and Unit)	Use this section to enter the resource's home agency and/or unit (e.g., Des Moines Public Works Department, Water Management Unit).
7	Activity Log • Date/Time • Notable Activities	• Enter the time (24-hour clock) and briefly describe individual notable activities. Note the date as well if the operational period covers more than one day. • Activities described may include notable occurrences or events such as task assignments, task completions, injuries, difficulties encountered, etc. • This block can also be used to track personal work habits by adding columns such as "Action Required," "Delegated To," "Status," etc.
8	Prepared by • Name • Position/Title • Signature • Date/Time	Enter the name, ICS position/title, and signature of the person preparing the form. Enter date (month/day/year) and time prepared (24-hour clock).

EXHIBIT C

RESOURCE REQUEST (ICS 213 RR), Adapted for Napa County

1. Incident Name:		2. Date/Time		3. Resource Request Number: TBD - Logs	
Requestor	4. Prepared by:				
	5. Requested by Name/Position:	5.A. Primary Contact #:	5.B. Primary Email:		6. Priority: ☐ Urgent ☐ Routine ☐ Low
	7. Order (Use additional forms when requesting different resource or sources of supply.):				
Qty.	Detailed Item Description/Intended Use: (Vital characteristics, brand, specs, size, etc.)			Cost	
8. Requested Delivery/Reporting Location:			8.A. Delivery POC / Phone:		
9. Projected Days Needed:		☐ Demobilization ☐ Consumable		10. Section Chief Approval:	
Logistics	11. Name of Supplier/Vendor/POC:		12. Supplier Phone/Fax/Email:		
	13. Delivery Date/time:				
	14. Notes:				
	15. Logistics Section Approval:		16. Date/Time:		
	17. Order placed by:		18. Date/Time:		
Finance	19. Reply/Comments from Finance:				
	20. Finance Section Approval:		21. Date/Time:		
ICS 213 RR, Page 1		SEE BACK OF PAGE FOR NOTES			