

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF UNIVERSITY PARK

AND

THE SPCA OF TEXAS

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I. Purpose

The purpose of this Memorandum of Understanding ("MOU") is to define a working relationship between City of University Park and the Society for the Prevention of Cruelty to Animals of Texas (hereinafter "SPCA of Texas"), in preparing for and responding to certain disaster situations. This MOU provides the broad framework for cooperation between the City of University Park, acting by and through its Office of Emergency Management (hereinafter "OEM") and the SPCA of Texas in rendering assistance and service to victims of disaster, as well as other services for which cooperation may be mutually beneficial.

II. Independence of Operations

Each party to this MOU will maintain its own identity in providing service. Each organization is separately responsible for establishing its own policies and procedures and financing its own activities.

III. Disasters Covered by this MOU

The SPCA of Texas is dedicated to providing every animal exceptional care and a loving home. On a regional level, the SPCA of Texas responds to all kinds of disasters, whether or not they are the subject of a Presidential declaration. The disasters to which the SPCA of Texas responds include threatening events of such destructive magnitude and force as to dislocate people, separate family members, damage or destruction of home, or injure or kill people and animals. A disaster produces a range and level of immediate suffering and basic human and animal needs that cannot be promptly or adequately addressed by the affected people and impedes them from initiating and proceeding with their recovery efforts.

The Federal Law governing disaster relief, found in Title 42, Chapter 68 of the United States Code defines "emergencies" and "major disasters" as follows:

"Emergency" means any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

“Major Disaster” means any natural catastrophe (including any hurricane, tornado, storm, high water, wind driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought”, or regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this Act to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Some disasters are natural disasters, such as floods, tornados, hurricanes, typhoons, winter storms, tsunamis, hail storms, thunderstorms, wildfires, epidemics, and earthquakes. Human-caused disasters, which may be intentional or unintentional, include disasters such as residential fires, building collapses, transportation accidents, hazardous materials releases, explosions, and domestic acts of terrorism. **The SPCA of Texas will respond in such disasters and assist with animal related disaster relief activities including animal rescue, sheltering and transport using available resources, at the request of the City of University Park.**

IV. Organization of the SPCA

The SPCA of Texas’ Board of Directors are responsible for implementing policies and procedures that govern SPCA of Texas’ activities and providing guidance to the organization, which includes two shelters and three spay/neuter and wellness clinics located in Dallas and in McKinney, Texas. The SPCA of Texas serves as an active resource center providing an array of programs and services for people and animals. The SPCA of Texas is familiar with the hazards of the locality and surveys local resources for personnel, equipment, supplies, transportation and facilities available for animal related disaster relief. The SPCA of Texas also formulates cooperative plans and procedures with local government, non-governmental agencies and private organizations for animal related relief activities should a disaster occur.

V. SPCA of Texas Disaster Relief Assistance

SPCA of Texas emergency assistance is designed to minimize the immediate suffering caused by a disaster by providing food, water, shelter, first aid, and other assistance to address basic animal needs.

SPCA of Texas emergency assistance may be provided to animals and their owners depending on the victim’s needs. Care is provided through any combination of three integrated elements: (1) temporary shelters; (2) mobile animal rescue operations and transport, and (3) distribution of animal related relief supplies.

- E. The parties agree to keep each other informed of disaster and emergency situations, the human and/or animal needs created by the events, and the actions they have taken regarding services delivery to the affected area and victims.
- F. During a disaster the SPCA of Texas will, as appropriate at the request of the OEM, provide liaison personnel to the City's Emergency Operations Center or other applicable location during a disaster. The OEM will provide space and other required support, such as computer, e-mail access and a designated phone line for the SPCA of Texas liaison personnel assigned to the Emergency Operations Center or other applicable location, when possible.
- G. As appropriate, the SPCA of Texas will provide identifying apparel or badges to wear in any activities performed with this Memorandum of Understanding.
- H. All parties and their staff members will work cooperatively at the scene of a disaster and in the disaster recovery, within the scope of their respective roles and duties under the Office of Emergency Management and City of University Park.
- I. Where there is a need for advertising to the public of the work of all parties, the Office of Emergency Management, City of University Park and the SPCA of Texas will make appropriate effort, through their public information offices during the time of the disaster, to keep the public informed of their cooperative efforts.
- J. All parties will encourage mutual participation and coordination of services to the community.
- K. All parties agree to display the name, emblem, or trademarks of the SPCA of Texas or the Office of Emergency Management and City of University Park only in the case of defined projects and only with the prior express written consent of the Office of Emergency Management and City of University Park.
- L. All parties agree to distribute this MOU within their respective organizations, departments, and administrative offices and encourage cooperation.
- M. All parties agree that any expenses incurred as a result of cooperation or collaboration under the terms of this MOU will be apportioned as agreed to in writing by all parties prior to incurring such expenses. In the absence of any such written agreement, each party shall bear its own costs and expenses exclusively.

VIII. Periodic Review

All parties may, on an annual basis, on or around the anniversary date of this MOU, jointly evaluate their progress in implementing this MOU and revise and develop new plans or goals as appropriate.

IX. Term and Termination

This MOU is effective as of _____. This MOU may be terminated by written notification from either party to the other at any time for any reason or for no reason.

X. Miscellaneous

This MOU does not create a partnership or a joint venture. Neither party has the authority to bind the other to any obligation. It is not intended that this MOU be enforceable as a matter of law in any court or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

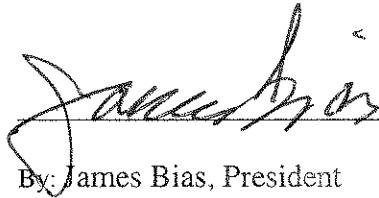
APPROVED AS TO FORM:
City Attorney

CITY OF UNIVERSITY PARK
City Manager

BY _____
City Attorney

BY _____
City Manager

SPCA of Texas


By: James Bias, President