

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COUNTY OF MONMOUTH, ON BEHALF OF THE
MONMOUTH COUNTY SHERIFF'S OFFICE OF
EMERGENCY MANAGEMENT (MCOEM),
AND
THE MONMOUTH COUNTY SOCIETY for the PREVENTION of CRUELTY to
ANIMALS**

This Memorandum of Understanding ("MOU") is entered into between the County of Monmouth (the "COUNTY"), on behalf of the Monmouth County Sheriff's Office of Emergency Management ("MCOEM"), and The Monmouth County Society for the Prevention of Cruelty to Animals (referred to as "Private Sector Entity" and "MCSPCA"):

WHEREAS, certain events have prompted the COUNTY's desire to strengthen its preparedness in the event of an imminent or declared emergency to preserve and protect the health, safety and welfare of the populace of the COUNTY; and

WHEREAS, these emergencies include such events as natural disasters, technological hazards, man-made disasters, civil emergencies, community disorders, biohazard emergencies, public health emergencies, insurgencies or enemy attacks; and

WHEREAS, an imminent or declared emergency may require the COUNTY to initiate evacuations or rescue operations that include household domestic pets, establish and properly staff community evacuation shelters or local reception centers and/or provide other emergency services that include household domestic pets to aid in the handling of the emergency; and

WHEREAS, the COUNTY's ability to meet such an emergency will be improved by pre-arranging and expediting the COUNTY's access to resources supplied by Private

Sector Entities; and

WHEREAS, The Monmouth County Emergency Operations Plan, encourages mutual aid agreements with Private Sector Entities for this purpose.

NOW, THEREFORE, in consideration of the foregoing recitals, the COUNTY on behalf of the MCOEM, with offices located at 2000 Kozloski Road, Freehold, New Jersey 07728 and The Monmouth County Society for the Prevention of Cruelty to Animals, with offices located at 260 Wall Street Eatontown, NJ 07724 agree as follows:

A. Intent. The COUNTY, in accordance with its Emergency Operations Plan, may need assistance in providing various domestic pet services to include but not limited to staffing community evacuation or reception centers, rescuing, boarding, feeding, veterinary services, including related personnel, supplies, equipment and/or services (together, "Emergency Animal Services") from the Private Sector Entity in the event of an imminent or declared emergency by the Governor of New Jersey or by the MCOEM Coordinator.

B. Request for Assistance. In the event of an imminent or declared emergency, the COUNTY, in its discretion, through the MCOEM Coordinator and/or his or her respective designee(s) will contact the Private Sector Entity to obtain Emergency Animal Services, in support of the COUNTY's response and or recovery efforts to aid in the handling of the emergency.

C. Response by the Private Sector Entity. If and to the extent it is able to do so, the Private Sector Entity will provide the requested Emergency Animal Services to the COUNTY.

D. Emergency Animal Services and Other Response Planning. Upon execution of this MOU, the COUNTY through the MCOEM Coordinator shall develop with the Private Sector Entity an on-call staffing plan for the Emergency Animal Services or other response or recovery efforts, based on actual or anticipated needs at the time or to be implemented during an emergency.

E. Contact Person. Upon execution of this MOU, the Private Sector Entity shall provide the MCOEM Coordinator with a 24/7 emergency telephone number to reach an authorized contact person, for use in the event the emergency occurs when the Private Sector Entity is not open or accessible. Said contact person will provide the County's authorized representatives with access to the Private Sector Entity, as reasonably necessary.

F. Non-Liability for Failure to Render Aid. The provision of Emergency Remediation Services by the Private Sector Entity in the event of an emergency shall not be mandatory, if conditions prohibit the Private Sector Entity from rendering all or part of the requested assistance. It is the responsibility of the Private Sector Entity; however, to immediately notify the proper contact person at MCOEM of the Private Sector Entity's inability or limited ability to render assistance.

G. Compensation for Aid and Assistance. The COUNTY shall be responsible for payment to the Private Sector Entity for the Emergency Animal Services provided pursuant to this MOU, as well as any expenses outside those normally incurred by the Private Sector Entity necessary to prepare the Private Sector Entity to meet its obligations hereunder. It shall be the COUNTY's responsibility to follow its legal procurement procedures to authorize and make such payment(s). The prices charged by the Private Sector Entity for the Emergency Animal Services shall not exceed the Private Sector Entity's fee schedule(s) in effect prior to

the emergency.

H. Indemnification. The parties agree to waive all claims against each other for any loss, damage, bodily injury, death or property damage occurring in consequence of performance under this MOU, provided, however, that such claim is not a result of gross negligence or willful misconduct by a party or its personnel.

I. Term and Termination. This MOU shall commence on the date of the full execution hereof, and shall continue in effect until terminated by either party, with or without cause, upon ninety (90) days written notice to the other.

J. Validity. The invalidity of any provision of this MOU shall not render invalid any other provision. If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this MOU may be enforced with that provision severed or reformed by court order to most closely accomplish the intent of this MOU.

K. Notices. If practicable, notices by The Monmouth County Society for the Prevention of Cruelty to Animals to MCOEM or by MCOEM to The Monmouth County Society for the Prevention of Cruelty to Animals shall be in writing and shall be served personally on or sent by registered or certified mail to the Coordinator, MCOEM, or Director, The Monmouth County Society for the Prevention of Cruelty to Animals, respectively, at the addresses stated above.

L. Governing Law / Compliance with Law. The MOU shall be governed, interpreted and construed in accordance with the laws of the State of New Jersey. The Private Sector Entity will comply with all applicable laws and regulations which are in

effect at the time of a purchase by the County under this MOU, including Equal Employment Opportunity laws and regulations, business registration requirements and the Local Public Contracts Law and regulations thereunder.

M. Execution in Counterparts. This MOU may be executed in multiple counterparts or duplicate originals.

[SIGNATURE PAGE FOLLOWS]

COUNTY OF MONMOUTH

Witness or Attest:

Thomas A. Arnone

Name:

Title:

Witness or Attest:

By: *Thomas A. Arnone*

Thomas A. Arnone

Freeholder Director

Date: _____, 2018

The Monmouth County Society for the
Prevention of Cruelty to Animals

By: *Ross Licitra*

Ross Licitra

Director/Chief

Date: 1-19, 2018

Jaime Skidmore

Name: Jaime Skidmore

Title: Development & Events Coordinator