



**MEMORANDUM OF UNDERSTANDING REGARDING  
ANIMAL EVACUATION AND SHELTER  
AT THE VENTURA COUNTY FAIRGROUNDS  
DURING DECLARED DISASTERS OR OTHER LOCAL EMERGENCIES**

This Memorandum of Understanding ("**MOU**"), dated \_\_\_\_\_ for reference purposes, is entered into by and between the 31<sup>st</sup> District Agricultural Association commonly known as the Ventura County Fairgrounds ("**VCF**"), and the County of Ventura through Ventura County Animals Services ("**VCAS**") (individually also referenced as "**Party**," and collectively as the "**Parties**").

**Recitals**

The purpose of this **MOU** is to document the **Parties'** agreed-upon protocols for animal evacuation and shelter in the event of any federal, state or locally declared disaster or any other local emergency which may cause an immediate need to evacuate multiple domestic animals from a specific geographic area to **VCF** facilities on a temporary basis in order to ensure animal health, safety and welfare.

Whereas under California Government Code section 3101, disaster service workers include, among other employees, all county, state agency and public district employees;

Whereas, the **Parties** have on numerous previous occasions coordinated the use of **VCF** facilities for animal evacuation and shelter during previous declared disasters and other local emergencies; and

Whereas the **Parties** anticipate that they will be called upon in the future to provide evacuation and shelter services for large/farm and domestic animals and smaller animals during declared disasters and other local emergencies

Now therefore, the **Parties** mutually agree to the following protocols to facilitate an effective and coordinated response to declared disasters and other local emergencies requiring animal evacuation and shelter at **VCF** facilities.

**Agreement**

**1) Authorized Personnel and Communications**

- a. Representatives of the **VCF** and **VCAS** will maintain open communication during declared disasters and other local emergencies and to share pertinent information.
- b. Authorized **VCAS** requests for the use of **VCF** facilities may be initiated by the **VCAS** Director, **VCAS** Deputy Director, **VCAS** Field Services Manager and/or **VCAS** Animal Care Manager .

- c. Authorized **VCF** responses to **VCAS** requests for the use of **VCF** facilities may be made by the **VCF** CEO and/or **VCF** Sales Manager.
- d. To facilitate prompt communications during a declared disaster or other local emergency, the **Parties** agree to provide each other, on an ongoing basis, current contact information for the following designated positions in the format provided in attached Exhibit A:

Chief Executive Officer, **VCF**;

Sales Manager, **VCF**;

Director, **VCAS**;

Deputy Director, **VCAS**;

Field Services Manager, **VCAS**; and

Animal Care Manager, **VCAS**.

## **2) Animal evacuation and shelter**

- a. During a declared disaster or other local emergency, **VCF** and **VCAS** will collaborate to provide evacuation services and shelter to large farm animals and/or other smaller domestic animals, as may be necessary and appropriate.
- b. Attached hereto in Exhibit A, is an aerial photograph denoting the specific portion of the **VCF** facilities that will be made available to **VCAS** without charge for purposes of animal evacuation and shelter during declared disasters and other local emergencies, and including, but not limited to: (1) the entire **VCF** equine area, including arena, and nearby areas for staging of supplies of animal feed and animal bedding and other materials; (2) the equine area administrative office for interactions taking place between **VCAS** employees, **VCAS** volunteers and animal owners during evacuated animal drop-off and pick-up, (3) the agriculture building for shelter of smaller domestic animals, (4) adjacent parking areas for the use of **VCAS** employees, **VCAS** volunteers and members of the public engaged in dropping off, picking up or taking care of evacuated animals, and (5) adjacent restrooms.
- c. During a declared disaster or other local emergency, **VCAS** will be responsible for providing, without charge to **VCF**: (1) qualified large farm and domestic animal handlers, horse trailers and the general care, feeding, cleaning and support of large/farm and domestic animals, and other animals; (2) sufficient quantities of animal feed, bedding, and veterinary care supplies required for the numbers of animals sheltered ; and (3) carrying out the administrative

intake and return of evacuated animals, through services provided by **VCAS** employees and/or **VCAS** volunteers.

- d. All **VCAS** employees and **VCAS** volunteers providing animal evacuation and shelter services on **VCF** premises will be required to carry authorized identification at all times and to produce such identification upon request. At the conclusion of a declared disaster or other local emergency, **VCAS** will restore the **VCF** premises used to their original condition, ordinary wear and tear, excepted.
- e. **VCF** will be responsible for providing routine maintenance and repair of **VCF** premises.
- f. During a declared disaster or other local emergency, **VCF** will be responsible for supplying without charge to **VCAS**: (1) physical access to the **VCF** premises shown in Exhibit A, and as otherwise discussed in this **MOU**; and (2) water for animals; utilities; outdoor lighting; and restroom janitorial services. While **VCF** will be responsible for supplying water, **VCAS** will be responsible for distributing that water to the animals being sheltered at **VCF**.
- g. The **VCF** CEO and/or **VCF** Sales Manager will authorize **VCF** security personnel to unlock designated **VCF** gates and buildings for **VCAS** use for purposes of animal evacuation and shelter during a declared disaster or other local emergency.
- h. As may be required for the adequate protection of animals sheltered onsite at **VCF** during a declared disaster or other local emergency, and in coordination with **VCF**, **VCAS** will arrange to provide additional security personnel to be deployed at the perimeter of **VCF** premises, through the use of Ventura County General Services Agency contracted security personnel, at the sole expense of **VCAS**. In the alternative, at its own election, **VCF** may arrange for increased security staffing at the perimeter of **VCF** premises, by **VCF** security staff at **VCF**'s sole expense.

### 3) Training exercises

- a. Upon prior written request, and conditioned upon the availability of the **VCF** premises denoted in Exhibit A, and subject to the prior written approval of the **VCF** CEO or **VCF** Sales Manager, **VCAS** may, from time-to-time, schedule and conduct periodic training exercises on **VCF** premises, without any charge by either **Party** to the other **Party**, and with or without the use of animals, in order to refine how evacuations and shelter operations will be conducted during a declared disaster or other local emergency.
- b. **VCF** will provide access to the equine facilities, the agriculture building, utilities, outdoor lighting, water for animals, parking and restroom janitorial services, as may be necessary, and without charge to **VCAS** during such approved training exercises. While **VCF** will be

responsible for supplying water, **VCAS** will be responsible for distributing that water to the animals during training exercises at **VCF**.

- c. **VCAS** will provide at no charge to **VCF** sufficient quantities of animal feed, bedding and veterinary supplies for any animals used during training exercises.
- d. The **VCF** CEO and/or **VCF** Sales Manager will instruct **VCF** security to unlock gates to enable **VCAS** access to **VCF** premises for training exercises.
- e. All **VCAS** employees and **VCAS** volunteers engaged in training exercises on **VCF** premises will be required to carry authorized identification at all times and to produce such identification upon request.
- f. At the conclusion of training exercises, **VCAS** will restore the **VCF** premises occupied to their original condition, ordinary wear and tear, excepted.
- g. **VCF** will be responsible for providing routine maintenance and repair of **VCF** premises.

#### **4) Relationship of the Parties**

Nothing contained in this **MOU** shall be interpreted or understood by either of the **Parties**, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the **Parties** or between each **Party** and the other **Party's** respective agents, employees or contractors. Each **Party** shall be solely responsible for all matters relating to payment and benefits for its employees, including compliance with Social Security, workers compensation laws, withholding and all other laws and regulations governing such matters. Each **Party** agrees to be solely responsible for its own acts and those of its agents and employees.

#### **5) Generally**

- a. Each **Party** agrees not to use or display any logos or trademarks of the other **Party** in public communications to any other person or entity without first receiving the other **Party's** express written permission to do so.
- b. Both Parties will widely distribute this **MOU** within their respective departments and administrative offices of each organization and urge full cooperation.

#### **6) Term and Termination**

This **MOU** may be terminated at any time by either **Party**, in its sole and exclusive discretion, upon 30-days prior written notice to the other **Party** sent via U.S. mail, with simultaneous email

notice sent to the other **Party's** authorized designated contacts listed in Section 1.

**7) Hold Harmless**

To the fullest extent permitted by law, **VCAS** and **VCF** agree to save, indemnify, defend and hold harmless each other from any and all third-party claims, liabilities, suits, actions, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, actual attorney fees, court costs, interest, defense costs and expenses associated therewith including the use of experts, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this **MOU**, and attributable to the fault of the other. Following a determination of the percentage of fault or liability by agreement between the **Parties** or a court of competent jurisdiction, the **Party** responsible for liability to the other shall indemnify the other **Party** to this **MOU** for the percentage of liability determined as set forth in this section.

**8) Applicable Law**

This **MOU** shall be governed by and construed in accordance with the laws of the State of California, and venue of any legal proceeding seeking to enforce this **MOU** shall be Ventura County Superior Court.

**9) Entire Agreement**

This **MOU** represents the entire integrated agreement between **VCF** and the **VCAS** and supersedes all prior negotiations, representations or agreements, either written or oral, between the **Parties** with respect to the subject matter hereof.

**10) Authorization to Sign**

Both the **VCF** and the **VCAS** do covenant that each individual executing this **MOU** on behalf of each **Party** is a person duly authorized and empowered to execute this **MOU**.

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**31<sup>st</sup> District Agricultural Association**

Signature: \_\_\_\_\_

Jen McGuire, CEO

Date: \_\_\_\_\_

**County of Ventura through Ventura County Animal Services**

Signature: \_\_\_\_\_

Jackie Rose, Director

Date: \_\_\_\_\_

## **EXHIBIT A**

Each **Party** will notify the other **Party** whenever there is a change in any of the personnel and contact information listed below:

### **Chief Executive Officer, Ventura County Fairgrounds**

Jen McGuire

Tel: 805-648-3376

Mobile: 805-421-6252

Email: [ceo@venturacountyfair.org](mailto:ceo@venturacountyfair.org)

### **Sales Manager, Ventura County Fairgrounds**

Jason Amelio

Tel: (805) 648-3376 x 112

Mobile: (805) 340-0185

Email: [jamelio@venturacountyfair.org](mailto:jamelio@venturacountyfair.org)

### **Director, Ventura County Animal Services**

Jackie Rose

Tel: (805) 388-4355

Mobile: (954) 802-3657

Email: [Jackie.rose@ventura.org](mailto:Jackie.rose@ventura.org)

### **Deputy Director, Ventura County Animal Services**

Donna Gillesby

Tel: (805) 383-4788

Mobile: (805) 660-3428

Email: [donna.gillesby@ventura.org](mailto:donna.gillesby@ventura.org)

### **Field Services Manager, Ventura County Animal Services**

Bryan Bray

Tel: (805) 383-4717

Mobile: (805) 827-0435

Email: [Bryan.Bray@ventura.org](mailto:Bryan.Bray@ventura.org)

### **Animal Care Manager, Ventura County Animal Services**

Kim Flavin

Tel: (805) 388-4360

Mobile: (818) 439-1462

Email: [Kimberly.flavin@ventura.org](mailto:Kimberly.flavin@ventura.org)



