

MEMORANDUM OF AGREEMENT

Between

CIVIL DEFENSE DIVISION, DEPARTMENT OF DEFENSE, STATE OF HAWAII

The

DEPARTMENT OF EDUCATION, STATE OF HAWAII

And the

HAWAII ASSOCIATION OF ANIMAL WELFARE AGENCIES

SECTION I: Purpose

The purpose of this Agreement is to establish and promulgate basic understanding between State Civil Defense (hereinafter termed SCD), the State of Hawaii Department of Education (hereinafter termed DOE), and the Hawaii Association of Animal Welfare Agencies (hereinafter termed HAAWA) regarding pet-designated areas within DOE school facilities used as emergency shelters in times of disaster.

Services provided by HAAWA include registration of pets and overseeing the operations of the pet-designated areas within emergency shelters.

SECTION II: Authority and Legal Status

The authority and legal status under which HAAWA utilizes DOE facilities are provided for by provisions in legislation adopted by local, State, and federal governments.

These include:

1. The Congressional mandate Pet Evacuation and Transportation Standards Act of 2006 that requires state and local emergency plans address the needs of individuals with household pets and service animals following a major disaster or emergency.
2. Section 128-10.5 of the Hawaii Revised Statutes states that the director of civil defense shall identify, in coordination with other organizations engaged in civil defense functions, pet-friendly shelter facilities.

SECTION III: Coordination of Activities between SCD, the DOE and HAAWA

1. Department of Education
 - a. Will allow HAAWA, in conjunction with SCD and other civil defense agencies, to conduct shelter surveys to determine which areas/rooms within DOE school facilities are most suitable for use as pet-designated shelter areas.

- b. Will approve pet-designated shelter areas/rooms within DOE school facilities in coordination with SCD and HAAWA. These pet-designated areas shall be reviewed by DOE and SCD on an annual basis to assure their continued availability. Designated areas may become unavailable if the school has changed the current use of the area.
- c. Will inform the appropriate school administrators as to which locations within their school facilities have been identified as pet-designated shelter areas.
- d. Will make available all DOE school facilities designated as pet-designated shelters when the appropriate pet shelter management personnel are present.
- e. Will identify two (2) DOE personnel (refer to DOE/ARC Shelter MOA) at each school facility who may be called to open designated pet-emergency shelter facilities. These personnel are:
 - (1) Principal or designee. To assist HAAWA personnel by providing access to appropriate facilities necessary for pet-emergency shelter operations.
 - (2) Head Custodian or Clerical. To assist HAAWA personnel by providing access to appropriate facilities, custodial supplies, and equipment as available for pet-emergency shelter operations.

2. Hawaii Association of Animal Welfare Agencies

- a. Will assist SCD and other civil defense agencies in surveying and identifying pet-designated shelter areas within DOE school facilities.
- b. Shall, to the extent possible, provide trained and qualified volunteer(s) to conduct pet-emergency shelter operations at DOE school facilities. There will be a designated pet-emergency shelter manager whose responsibilities will include:
 - Set up and administer the shelter operation; assign, train, and supervise pet-emergency shelter personnel.
 - Meet with respective school administration to review pet-emergency procedures.
 - Register pets and their owners into the pet-emergency shelter.
 - Maintain centralized records for all borrowed equipment, documenting the return and condition of the borrowed equipment.
 - Acquire supplies that are needed at pet-emergency shelters.
 - Ensure that feeding, visitation, and exercise needs of sheltered pets are met.

- Monitor staffing and supply needs and ensure accurate records are kept.
- c. Shall ensure the safe and proper use of each pet-designated area within the DOE school facility and protect the physical property, furniture, fixtures, and equipment of the DOE.
 - d. Will coordinate, to the extent possible, the return of pet-designated areas within the DOE school facility to the same condition as they were when occupied/acquired.
 - e. Will coordinate the proper disposal and removal of all animal waste from DOE school facilities and grounds when closing pet-designated areas.
 - f. Will coordinate the contracting of professional service providers to fumigate and sanitize areas used as pet-designated shelters within the DOE school facilities that were used during the emergency. All invoices for these services shall be submitted to SCD within thirty (30) days.
 - g. Will provide a request for reimbursement of pet-sheltering related costs to SCD within thirty (30) days or as soon as possible upon conclusion of pet-sheltering operations.
3. State Civil Defense
- a. Will survey and identify in conjunction with HAAWA, DOE, and other civil defense agencies which areas/rooms within DOE school facilities are most suitable for use as pet-designated areas.
 - b. Pet-designated areas within DOE school facilities shall be reviewed by SCD and DOE on an annual basis to assure their continued availability.
 - c. Will reimburse HAAWA and DOE for pet-sheltering related costs as soon as possible upon conclusion of pet-sheltering operations. SCD may advance funding for pet-sheltering related costs upon written request and supporting documentation.

SECTION IV: Shelter Management Operational Procedures

Upon receipt of information suggesting that a disaster situation may impact all or part of the State of Hawaii and may displace individuals and pets from their homes, the following procedures will be followed:

1. HAAWA , upon notification by SCD and/or county civil defense officials, will assist with the assessment of pet-designated areas within DOE school facilities.
2. If mass pet sheltering is indicated for one or more areas of the State and SCD and/or the county civil defense agencies direct the opening of public and/or private shelters, the HAAWA official responsible for disaster services will request utilization of DOE facilities

by contacting the DOE Superintendent or DOE Civil Defense Coordinator who will act on behalf of the DOE Superintendent who will, in turn, contact appropriate district officials for the opening of schools designated as pet-designated areas in DOE school facilities.

3. DOE will have two (2) DOE personnel available at each school facility that may be called to open pet-designated areas in DOE school facilities. These two DOE personnel are the same as per the DOE/ARC MOA for the opening of shelters.
4. HAAWA will dispatch volunteer/staff personnel to pet-designated DOE school facilities pre-impact when possible. HAAWA and DOE will conduct a formal walk through of the pet-designated DOE facility to determine conditions of the building(s) and to identify furniture, fixtures, equipment, and areas that should be secured. A Facility Agreement (ARC 6621) will be completed at the time of the formal walk through confirming details of usage.
5. A Release of Facility (ARC 6556) will also be completed to ensure building(s) is released in the same condition as it was when occupied/acquired.
6. Upon conclusion of a pet-sheltering operation, HAAWA will provide a request for reimbursement of pet-shelter related costs for materials and supplies to SCD within thirty (30) days or as soon as possible.
7. Damage resulting from use of DOE facilities will be reviewed by SCD, the DOE, and HAAWA personnel as soon as possible following the pet-sheltering operation.
8. Upon closure of the shelter, HAAWA will, to the extent possible, coordinate the return of pet-designated areas within the DOE facilities to the same condition as they were when occupied/acquired.

SECTION V: Limitations/Understandings

1. Volunteers staffing the pet-designated DOE school facilities shall be designated as SCD volunteers trained and supervised by HAAWA.
2. Notwithstanding any other agreements, HAAWA agrees to defend, hold harmless, and indemnify the State of Hawaii and Department of Education against any legal liability in respect to bodily injury, death, or property damage arising from negligence in respect to HAAWA's use of the property belonging to the said Department of Education.

SECTION VI: Amendments

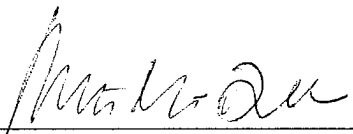
There may be no modification of these procedures except in writing, executed with the same formalities as this instrument and signed by all parties.

SECTION VII: Cancellation

These procedures shall continue in force and govern all actions between the parties hereto until cancelled or terminated by any party, with or without cause, at any time upon thirty (30) days' written notice by registered mail or personal delivery of notice to the other parties.

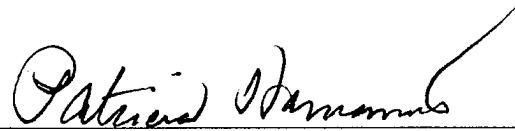
IN WITNESS HERETO, the parties have executed this MEMORANDUM OF AGREEMENT on the respective day, month, and year identified below to take effect upon the last signature.

CIVIL DEFENSE DIVISION, DEPARTMENT OF DEFENSE, STATE OF HAWAII

 5/14/08

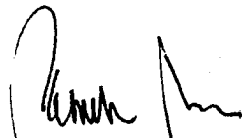
ROBERT G. F. LEE Date
Major General, HING
Director of Civil Defense

DEPARTMENT OF EDUCATION, STATE OF HAWAII

 5.15.08

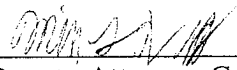
PATRICIA HAMAMOTO Date
Superintendent

HAWAII ASSOCIATION OF ANIMAL WELFARE AGENCIES

 5.14.08

PAMELA BURNS Date
President

APPROVED AS TO FORM:



Deputy Attorney General