

**MEMORANDUM OF
UNDERSTANDING**

**Between the Hawai'i Emergency Management Agency
and the Hawai'i Veterinary Medical Association**

I. Purpose

The purpose of this Memorandum of Agreement (MOA) is to define a collaborative working relationship between the Hawai'i Emergency Management Agency (hereafter referred to as HI-EMA) and Hawai'i Veterinary Medical Association (hereafter referred to as HVMA) on issues related to animal welfare during major emergencies or disasters.

The primary goal of this agreement is to maximize the welfare of animals and their owners before, during and after a major incident, and to minimize the loss of life and animal suffering that might occur following such an incident. This MOA creates a broad framework of cooperation between these two organizations support of this goal in the areas of mitigation, preparedness, response and recovery.

The parties will use their best efforts to meet their roles and responsibilities as outlined in this MOU, which are aspirational goals and are not binding contractual promises. In all circumstances, each party is responsible for the safety and well-being of its employees, representatives, members, responders, contractors, volunteers and agents.

Each party acknowledges that there are risks associated with participating in disaster response activities and assumes those risks knowingly on behalf of its employees, representatives, responders, contractors, volunteers and agents.

II. Concept of Operations

Both HVMA and HI-EMA are separate and independent organizations. As such, each Party retains its own identity in providing services, and each Party is responsible for establishing its own policies and financing its own activities. In all circumstances, each party is responsible for the safety and well-being of its employees, representatives, responders, contractors, volunteers, and agents.

III. Parties

HVMA represents over 200 veterinarians in Hawai'i and is an affiliate of the American Veterinary Medical Association, a not-for-profit association that represents over 91,000 veterinarians nationwide. The HVMA acts as a collective voice for its membership and for the profession in promoting animal safety and well-being prior to, during and after a disaster or emergency.

The Hawai'i Emergency Management Agency (HI-EMA) has responsibility under Hawaii Revised Statute 127A-3 for:

Performing emergency management functions within the territorial limits of the State;

Supporting county emergency management agencies as requested;
Coordinating all resource support to the counties;
Ensuring that emergency management plans across the State are coordinated with each other and other state, federal, and local organizations;
Overseeing and coordinate the statewide outdoor siren warning system;
Monitoring and issuing alerts and warnings;
Coordinating emergency and disaster response and recovery activities.

IV. Responsibilities

HVMA will use its reasonable best efforts within its sole discretion to meet its responsibilities as outlined below. At the request of HI-EMA, the HVMA, through its membership roster and community networks, and based on available resources, capabilities, and expertise, may provide and/or supervise any or all of the following:

Scope of Assistance – Pre-emergency:

- i. Provide HI-EMA a Point of Contact (POC) and two (2) alternates contacts and phone numbers who will serve on the State Emergency Response Team (SERT) and coordinate with HI-EMA on animal welfare disaster issues during preparedness, response and recovery. HVMA will strive toward ensuring that resources will be available 24 hours/day, 7 days/week, 365 days a year.
- ii. Ensure the HVMA primary and alternate POCs complete required training for SERT members.
- iii. Participate in state planning, training and exercise efforts related to animal welfare and care of pets during emergencies. Support local planning efforts as requested by counties.
- iv. Assist the state in assessing capabilities and establishing guidelines for pet sheltering operations.
- v. Conduct outreach to animal welfare agencies to engage their support in emergency preparedness and response efforts.
- vi. Provide input into strategies and products to educate the public on pet preparedness. Assist in the deployment of pet preparedness programs and resources.

Scope of Assistance – During an emergency:

- i. Advise the state on how to respond to issues related to animal welfare and care of pet issues related to the emergency and support the implementation of relevant plans and procedures.
- ii. Interface with federal agencies supporting pet sheltering and animal welfare agencies to provide a coordinated response to pet issues and needs.
- iii. Assist the state with responding to county requests for assistance related to animal welfare and care of pets. As resources and conditions permit, this may include the deployment of HVMA members or animal welfare partners to volunteer at pet shelters.

- iv. As requested and as available, provide a HVMA representative to serve as a liaison in the State Emergency Operations Center (SEOC).

HI-EMA will use its reasonable best efforts within its sole discretion to meet its responsibilities as outlined below:

- i. Provide notice of requested activation of HVMA through State Emergency Support Function (SESF) #6 – Mass Care, Emergency Assistance, Housing and Human Services.
- ii. Provide State Emergency Response Team (SERT) training to HVMA representatives and provide access to operational plans, procedures and software as necessary.
- iii. Provide HVMA members with appropriate information to assist them in providing emergency support requested by HI-EMA.

V. Cancellation

Either party may terminate this MOU for any reason by providing at least thirty (30) days written notice to the other party.

VI. Periodic Review

Alterations and/or additions, if required, will be made to the Agreement upon mutual consideration and agreement by both parties in written form.

VII. Confidentiality of Information

Both during and after the term of this MOU, HVMA and HI-EMA agree to keep, and to ensure that their respective employees, subcontractors, and volunteers keep, confidential all materials and information provided by the other party in relation to their performance this MOU that are not available to the general public.


VIII. Assumption of Risk

Nothing in this agreement shall be construed as an indemnification by one party or another for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of and during performance of this Consent of Entry. Any liabilities or claims for property loss or damage or for death or personal injury by a party or its agents, employees, contractors, or assigns or by third persons, arising out of and during the performance of this Agreement shall be determined according to applicable law.

IX. Non-Binding Nature of MOU; Non-Partnership

Nonbinding. This MOU is not binding or legally enforceable, imposes no enforceable obligations upon the parties and does not grant any rights.

Non-partnership. This MOU does not constitute and shall not be construed as constituting any of the relationships of agency, partnership, or joint venture between the parties. Neither party shall have the right to bind the other party in any manner whatsoever. The parties are separate and independent organizations. Each is responsible for establishing its own policies and financing its own activities.


Signature: 

Name: Thomas Travis

Date: Jan 30, 2019

Title: Administrator

Hawai'i Emergency Management Agency (HI-EMA)


Signature: 

Name: Aleisha Swartz

Date: Jan 31, 2019

Title: President

Hawai'i Veterinary Medical Association (HVMA)

Signature: 

Name: Jill Yoshicedo, DVM

Date: Feb 2, 2019

Title: Executive Vice President

Hawai'i Veterinary Medical Association (HVMA)