

**Memorandum of Understanding**  
**between**  
**San Francisco Society for the Prevention of Cruelty to Animals**  
**and**  
**City of Coalinga**

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This Memorandum of Understanding (the “*MOU*”), is made and entered into by and between the San Francisco Society for the Prevention of Cruelty to Animals, a California nonprofit public benefit corporation (the “*SF SPCA*”), and the City of Coalinga, a municipal corporation (the “*City*”), as of [\_\_\_\_\_], 2016 (the “*Effective Date*”). The SF SPCA and the City are sometimes referred to herein individually as a “*Party*” or collectively as the “*Parties*”. This MOU identifies the roles and responsibilities of, and contains basic provisions that are intended to guide the working relationship between, the Parties. The Parties hereby agree as follows:

1. **PARTIES.**

A. **City of Coalinga.** The City of Coalinga provides animal-related services through Animal Control, a division of the Coalinga Police Department (“*Animal Control*”). The primary responsibilities of Animal Control include tending to the stray, injured, abandoned, neglected and mistreated animals; promoting animal welfare; protecting public health and safety; and enforcing state and local animal control and welfare laws in the City of Coalinga.

B. **The SF SPCA.** The SF SPCA is a privately funded, community-supported nonprofit organization, located in the City of San Francisco. The SF SPCA’s mission is to save and protect animals, to provide for their care and treatment, to advocate for their welfare and to enhance the human-animal bond.

2. **PURPOSE.** The joint purpose (“*Purpose*”) of the Parties with respect to this MOU is to establish a framework whereby the City (A) does not utilize carbon dioxide to end the life of any animal in the possession of Animal Control and instead (B) utilizes a more humane method of animal euthanasia, namely, euthanasia by lethal injection of sodium pentobarbital (“*EPI*”). Notwithstanding the forgoing, the Parties understand and agree that lifesaving is always the priority and euthanasia is the last resort.

3. **TERM; TERMINATION.**

A. **Term.** This MOU will take effect as of [\_\_\_\_\_], 2016, and will remain in effect through [\_\_\_\_\_], 2017 (the “*Term*”). If the Parties wish to extend the MOU, whether on the same or amended terms, they shall do so in a mutually agreed upon writing prior to the expiration of the Term.

- B. **Termination.** Either Party may terminate this MOU, for any reason or no reason at all, upon sixty (60) days' prior written notice to the other Party. At such time of termination, all further obligations of the Parties under this MOU shall cease; provided, however, that the obligations set forth in Section 10 (Release; Indemnity) and Section 13 (General Provisions) shall each survive indefinitely.
- C. **Termination for Breach.** Either Party may, upon written notice to the other Party, immediately terminate this MOU if other Party violates any local, state or federal law or otherwise fails to perform according to the terms of this MOU.

#### 4. RESPONSIBILITIES.

- A. **City Responsibilities.** During the Term, and subject to the terms of this MOU, City agrees to perform the following:
- i. Provide the materials, equipment and personnel necessary for the performance of its obligations as described in this MOU.
  - ii. Comply at all times with all federal, state and local laws and regulations governing Animal Control, including by way of example only and not limitation, the Controlled Substances Act and applicable laws regarding recordkeeping and holding periods for homeless animals in shelters.
  - iii. Require that all activities relating to this MOU be performed by humane and professional staff.
  - iv. Permit the SF SPCA reasonable access to its premises, sheltering data, systems, premises and personnel for the purpose of advancing the Purpose.
  - v. Remain responsive in answering questions from the SF SPCA and cooperate in good faith with the SF SPCA in all matters relating to this MOU.
  - vi. Promptly notify the SF SPCA of any material complaints or media coverage relating to or otherwise arising from this MOU.
  - vii. Adhere to all requirements regarding EBI as set forth herein.
- B. **The SF SPCA Responsibilities.** During the Term, and subject to the terms of this MOU, the SF SPCA agrees to perform the following:
- i. Provide the materials, equipment and personnel necessary for the performance of its obligations as described in this MOU.
  - ii. Provide to Animal Control certain expert support, training, recommendations and/or other services of an advisory nature with respect to EBI and animal care and sheltering services at Animal Control.
  - iii. Comply at all times with all federal, state and local laws and regulations.

- iv. Require that all activities relating to this MOU be performed by humane and professional staff.
- v. Remain responsive in answering questions from Animal Control and the City and cooperate in good faith with the same in all matters relating to this MOU.
- vi. Perform its obligations with respect to EBI as set forth herein.

5. **CONTROLLED SUBSTANCES REGISTRATION.** In order to permit Animal Control to humanely euthanize animals using EBI, the SF SPCA will designate a veterinary practitioner, whose selection shall be in the SF SPCA's sole discretion, to lawfully maintain a DEA Certificate of Registration at Animal Control during the Term; provided, however, that the following conditions must be satisfied at all times by Animal Control and the City:

A. **Rules and Regulations.** All SF SPCA-enacted rules and procedures and all legal requirements with respect to controlled substances are observed at all times by the City, Animal Control and its personnel. This may include, by way of example only and not limitation, the following:

- i. Strict observance of all controls and procedures used to ensure the security of controlled substances and to guard against theft and diversion.
- ii. Assistance in the maintenance and retention of accurate inventories and records of all controlled substances, for example, DEA-compliant biennial controlled substance inventory log and controlled substance logs.
- iii. Proper storage and disposal of all unusable or unwanted controlled substances.

B. **Records and Inspection.** At the SF SPCA's request, the City will promptly make available for inspection by the SF SPCA any and all records and equipment related to the controlled substances maintained at Animal Control.

C. **Humane Handling.** All animals euthanized at Animal Control will be humanely handled and, if recommended by the SF SPCA, sedated prior to euthanasia. When euthanasia is necessary, Animal Control will endeavor to provide each animal with a death that is free of pain and stress, and death will also be properly verified.

D. **Training.** All Animal Control personnel performing euthanasia will complete euthanasia training as required by law. In addition, any Animal Control personnel performing euthanasia may be required to complete additional humane euthanasia training if reasonably requested by the SF SPCA.

6. **CONTROLLED SUBSTANCES ORDER(S).** In order to permit Animal Control to humanely euthanize animals using EBI, the SF SPCA agrees to order the controlled substances necessary for EBI at Animal Control (i.e., sodium pentobarbital (or generic) and any accompanying sedative). Unless otherwise waived in writing by the SF SPCA, the City

agrees to timely reimburse the SF SPCA for the costs incurred by the SF SPCA in purchasing such controlled substances for Animal Control, if any, as may be evidenced by invoice or other commercially reasonable paperwork.

7. **SUPPLIES.** The City will purchase the supplies and equipment customarily required for EBI, including by way of example only and not limitation, needles and syringes, sharps container(s), and cleaning and disinfectant supplies (the “*Supplies*”). In its discretion, the SF SPCA may financially assist the City in securing certain Supplies.
8. **EUTHANASIA POLICY.** The City, with input and assistance from the SF SPCA, will timely develop a written euthanasia policy to ensure that animals are being euthanized in accordance with the highest standards of humane practice and in conformance with applicable state and local laws. Once developed, the City will ensure that all personnel involved in euthanasia are trained thoroughly on this policy.
9. **PAYMENT.** The SF SPCA agrees to perform its obligations under this MOU at no cost to the City.

10. ~~**RELEASE; INDEMNITY.** In consideration of the assistance provided by the SF SPCA to the City, the City (including its successors, administrators, agents, affiliates and assigns) expressly and irrevocably waives and relinquishes, fully releases and forever discharges, and agrees to indemnify, defend, and hold harmless the SF SPCA (including its officers, directors, employees, agents, representatives and assigns), from any and all claims, liabilities, damages, expenses, fees (including attorneys’ fees), and causes of action of every kind, nature or description, whether known or unknown, which City ever had or has against the SF SPCA relating to this MOU, or any other third Party claim otherwise relating to this MOU, to the maximum extent permitted by law.~~

The SF SPCA and the City agree to mutually indemnify, defend, and hold each other harmless, including their respective officers, directors, agents, employees, volunteers and invitees, from acts or omissions related to this MOU that give rise to liability, or claims of liability, from third parties.

It is the intention of the SF SPCA and the City that the provisions of the above paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, and invitees.

11. **INDEPENDENT PARTIES.** Nothing in this MOU shall be deemed to constitute a partnership or joint venture between the Parties or constitute any Party to be the agent of the other Party for any purpose. No Party shall have any authority to act for or bind the other Party in any way, or to represent that it has such authority.

## 12. APPOINTEES; NOTICE.

- A. **Appointee.** Each Party will appoint a person to serve as the official contact for purposes of this MOU (each, an “*Appointee*”). Each Appointee shall have the authority to act on its respective Party’s behalf in any matter relating to this MOU and shall be to whom formal notices and communications relating to this MOU are given. The Appointees of each Party are as follows:

The SF SPCA:

Jennifer Scarlett, DVM, Co-President  
San Francisco SPCA  
201 Alabama Street  
San Francisco, CA 94103  
Tel: (415) 554-3000  
[jscarlett@sfspca.org](mailto:jscarlett@sfspca.org)

The City:

Chief Michael Salvador  
Coalinga Police Department  
270 N 6<sup>th</sup> Street  
Coalinga, CA 93210  
Tel: (559) 935-1525  
[msalvador@coalinga.com](mailto:msalvador@coalinga.com)

With a copy to:

[Marissa Trejo](#)  
[City Manager](#)  
[155 W. Durian Avenue](#)  
[Coalinga, CA 93210](#)  
[Tel: \(559\) 935-1533](#)  
[mtrejo@coalinga.com](mailto:mtrejo@coalinga.com)

- B. **Notices.** Any written notice required to be provided under the terms of this MOU shall be delivered by email, deemed delivered if sent to a valid email address; certified U.S. mail, return receipt requested; or by personal service, in each case to an Appointee or any person designated in writing by an Appointee.

13. **GENERAL PROVISIONS.** This MOU constitutes the entire understanding and agreement between the Parties regarding the subject matter herein. No provision of this MOU may be amended, waived or modified except by a written instrument signed by both Parties to this

MOU. If any provision of this MOU is deemed invalid, void or unenforceable, such provision shall be considered severed from the MOU and the remaining provisions shall be given full force and effect. This MOU shall be governed exclusively by, and construed in accordance with, the laws of the State of California, excluding its body of law controlling conflicts of law.

14. **COUNTERPARTS.** This MOU may be executed in counterparts and delivered by electronic signature or facsimile or otherwise, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed as of the date first above written.

**SAN FRANCISCO SOCIETY FOR THE  
PREVENTION OF CRUELTY TO  
ANIMALS**

**CITY OF COALINGA**

By:

By:

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Name: Jennifer Scarlett, DVM  
Title: Co-President

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Name:  
Title: