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ANNEX K (SSF-11)

AGRICULTURE AND NATURAL RESOURCES

ANIMAL DISASTER EMERGENCY PLAN

An Annex to the Vermont Emergency Operations Plan

Draft 10/8/12

I. PURPOSE

1.A The purpose of this plan is to provide for the coordination of local and state resources in response to pet, farm, and wild animal care needs before, during, and following a significant emergency.

II. SITUATION AND ASSUMPTIONS

11.A SITUATION

11.A.1 The population of pet animals and livestock in the state of Vermont surpasses the population of humans. Should a significant natural or man-made emergency occur, it could quickly overwhelm local government resources and their capability to provide necessary services, leading to a disaster situation. Such an emergency necessitates a plan to mitigate the situation utilizing state and/or federal assistance. An emergency of this magnitude will pose certain public health threats and animal welfare issues, such as injured and displaced animals, dead animals, rabies and other animal-related disease, care and shelter of animals, and related issues. Additionally, these problems could tax human needs response and resources.

11.A.2 Generally, when an emergency is imminent in the state of Vermont, the State Emergency Operations Center (EOC) is activated, and representatives from selected state agencies gather for decision-making. The Department of Health (DOH), the Department of Environmental Conservation (DEC), the Department of Public Safety (DPS), Vermont Emergency Management (VEM), and the Department of Fish and Wildlife (DFW) will be the conduits for information and assistance for animal-related needs as delineated in this appendix. The DOH is the primary agency for public health issues, the DEC is the primary agency with regard to the approval of sites and methodologies for the disposal of animal carcasses, and the DFW is the primary agency for wildlife issues.

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11.A.3 The Vermont Agency of Agriculture (VAAF), with the State Veterinarian as team leader, and with assistance from primary and support agencies, will address animal issues in an emergency in a coordinated fashion.

11.A.4 State emergency support services to implement this plan include the volunteer sector.

11.B. ASSUMPTIONS

11.B.1 All appropriate Vermont state agencies and departments will be involved in emergency operations, consistent with their functions and responsibilities, with respect to emergency animal issues.

11.B.2 State government, private sector, and volunteer agencies assigned responsibilities involving emergency animal issues will have established operating procedures specifying their emergency support service actions and be able to communicate and coordinate these actions in an emergency to best utilize available capabilities.

11.B.3 Each agency/organization will operate under their mandated federal, state or organizational regulations and will maintain complete administrative and financial control over their activities.

11.B.4 Whenever possible, VAAF should establish memoranda of understanding (MOU's) with private sector and volunteer agencies involved with emergency animal response so that responsibilities and expectations of both parties are clearly understood.

111. CONCEPT OF OPERATIONS

111.A GENERAL. Emergency animal issues may be overlooked in the emergency planning process. This lack of planning, caused by the belief that animals can fend for themselves leads to serious problems when they are forced from their habitats due to abandonment, injury and hunger. In addition, human safety may be at risk when pet owners refuse to leave a disaster area without their animals. The Pets Evacuation and Transportation Standards Act of 2006 (PETS Act) amends the Robert T. Stafford Disaster Relief and Emergency Assistance Act to ensure that State and local emergency preparedness operational plans address the needs of individuals with household pets and service animals following a major disaster or emergency.

111.B PHASES OF EMERGENCY MANAGEMENT. The State Emergency Operations Plan depicts the potential hazards to which Vermont could be exposed. The four phases of emergency management, which provide the framework in which emergency support services are delivered, are Preparedness, Response, Recovery and Mitigation.

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111.C DIRECTIONS AND CONTROL

111.C.1 General. This annex shall be placed into effect when it is determined that there is a potential for an emergency which could impact domestic or wild animals in Vermont. The final decision to implement the plan is at the discretion of the Team Leader, in coordination with the DPS, VEM, for full effectiveness. It is assumed (but not required) that the following activities have occurred prior to initiating the actions outlined in this document.

111.C.1.1 The local government has taken all necessary actions to respond to the emergency prior to requesting assistance from the State.

111.C.1.2 Local government has responded to the emergency by activating its emergency response plan and response teams.

111.C.1.3 Local government has exhausted its local resources.

111.C.2 Response Requirements

111.C.2.1 The primary and support agencies indicated must plan to be as self-sufficient as possible during the first 72 hours following an event, as there may be only limited assistance.

111.C.2.2 The Team Leader will allocate animal assistance resources using primary and support agency authorities and capabilities to each mission based upon priorities identified by the Vermont Animal Disaster Emergency Plan (ADEP).

111.C.2.3 After having received a request from the local Incident Commander, if different than the Team Leader, the Team Leader will mobilize appropriate national animal rescue and support groups and will make the decision to respond to that request based on the criteria outlined below.

111.C.2.4 With the advice and consent of the Secretary of Agriculture, the Team Leader will implement this plan at the EOC.

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111.C.3 Scope. The scope of this plan is the overall management, coordination and prioritization of state-wide resources that support pet, farm and wild animal needs in the event of a declared emergency or disaster.

111.C.4 Animal-related services under this annex are categorized in functional areas and are included in Appendix A of this plan. All primary and support agencies should have thorough, up-to-date emergency plans of their own in order to remain effective. Copies of these documents will be provided to the State Veterinarian as the Team Leader for this plan.

1V. ORGANIZATIONS AND ASSIGNMENT OF RESPONSIBILITIES

1V.A TEAM LEADER AND PRIMARY AGENCIES

The following individuals/agencies have been identified as having primary roles within this planning effort:

- Vermont State Veterinarian (Team Leader)
- Vermont Agency of Agriculture, Animal Health and Dairy Sections
- Department of Public Safety, Vermont Emergency Management
- Vermont Department of Health
- Vermont Department of Environmental Conservation
- Vermont Department of Fish and Wildlife
- Law Enforcement Officers
- Vermont Veterinary Medical Association
- Vermont Humane Federation

1V.B RESPONSIBILITIES OF DESIGNATED TEAM LEADER AND PRIMARY AGENCIES

1V.B.1 The State Veterinarian, or his/her designee, is designated as the Team Leader for this plan. The Team leader is responsible for the following:

- 1V.B.1.1 Notifying, activating, and mobilizing all appropriate agencies and support groups involved in animal emergency response efforts.
- 1V.B.1.2 Quarantining livestock for disease control and observation.

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- 1V.B.1.3 Coordinating requests for assistance and additional resources necessary during performance of the mission with appropriate agencies.
- 1V.B.1.4 Coordinating with the appropriate agencies and support groups the removal and disposal of livestock carcasses in accordance with Acceptable Agricultural Practices and other state/federal regulations.
- 1V.B.1.5 Coordinating with the appropriate Public Information Officer (DOH, VEM, etc.) for the release of public information regarding animal emergency issues.
- 1V.B.1.6 With the assistance of appropriate VAAFMM employees;
 - 1V.B.1.6.a Developing and maintaining a list of volunteer organizations, agencies, and individuals willing to assist in emergency response situations according to their specific mission (search, rescue, shelter, etc) through Memorandums of Understanding; maintaining and updating this resource list.
 - 1V.B.1.6.b Developing lists of equipment necessary to provide effective communications links, adequate facilities, transportation vehicles, and necessary supplies; other responsibilities will include maintaining and updating these resource lists.
 - 1V.B.1.6.c Recruiting regional coordinators to assist in developing, maintaining, and updating lists of volunteers, organizations, equipment, and any other necessary supplies in the event of an emergency.
- IV.B.1.7 Working in cooperation with the DPS, VEM to maintain, improve, and refine this plan.
- IV.B.1.8 Receiving and evaluating reports of severe animal disease or animal disease outbreaks.
- IV.B.2 Vermont Agency of Agriculture, Animal Health and Dairy Sections
 - IV.B.2.1 Assist with providing for management of livestock.

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IV.B.2.2 Assist with arranging for the delivery of equipment and resources necessary to manage livestock in a disaster situation.

IV.B.2.3 Assist with providing or arranging for the transportation of livestock in the aftermath of a disaster.

IV.B.2.4 Assist in the establishment of housing for displaced livestock and companion animals.

IV.B.3 Vermont Emergency Management Agency (VEM)

IV.B.3.1 Providing notification of impending disasters to Team Leader

IV.B.3.2 Providing initial notification to the Team Leader that the State EOC is open and operational and that there is a need to implement all or portions of this plan.

IV.B.3.3 Assisting in coordinating requests for support between other agencies represented in the State EOC and the federal government, if deemed necessary.

IV.B.3.4 Working in cooperation with the Team Leader to maintain, improve and refine this plan.

IV.B.4 Vermont Department of Health

IV.B.4.1 Investigating human/animal health issues, including the transmission of zoonotic diseases and potential human rabies exposure.

IV.B.4.2 Providing guidance for the diagnosis, prevention and control of zoonotic diseases, including rabies.

IV.B.4.3 Working with federal partners to investigate potential bioterrorism events, which may include human/animal health issues.

IV.B.5 Vermont Department of Environmental Conservation

IV.B.5.1 Working with the Vermont Agency of Agriculture, Food and Markets to designate disposal options.

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IV.B.5.2 Reviewing and approving recommended sites and methodologies for the proper disposal of animal carcasses.

IV.B.6 Vermont Department of Fish and Wildlife

IV.B.6.1 The Commissioner, or designee, will be consulted if a natural or man-made emergency is expected to substantively impact wildlife populations.

IV.B.6.2 The Commissioner, or designee, will be consulted if public health hazards could occur due to impact on wildlife from a natural or man-made emergency.

IV.B.6.3 The Commissioner will provide oversight authority with other licensed wildlife organizations' activities as Support Agencies.

IV.B.7 Law Enforcement Officers (which include, but are not limited to, town constables, Sheriffs, Vermont State Police, Game Wardens)

IV.B.7.1 Assisting the Department of Health and the Agency of Agriculture in investigating animal bites to humans and potential human rabies exposure.

IV.B.7.2 Assisting in directing those who need services to the appropriate authorities.

IV.B.7.3 Enforcing animal ordinances if part of the normal duties of the particular agency.

IV.B.8 Vermont Veterinary Medical Association

IV.B.8.1 Distributing instructional/educational material to veterinary members to assist them in participation with local animal emergency programs.

IV.B.8.2 Assisting Agency of Agriculture, Food and Markets in planning and carrying out volunteer/public education and training programs for animal emergency response.

IV.B.8.3 Monitoring veterinary medical care status in affected areas and providing status reports to SSF-11 if asked.

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- IV.B.8.4 Coordinating with the Agency of Agriculture and the SEOC the processing of requests for animal medical assistance.
- IV.B.8.5 Assisting with public information dissemination of pet care and medical information in coordination with SSF-14 (Public Information).
- IV.B.8.6 Assisting and supervising in the establishment of triage units for the care of injured animals.
- IV.B.8.7 Assisting and supervising in the administration of rabies vaccinations for animals in shelters.
- IV.B.8.8 Assisting in the relay of information about reportable animal diseases to the VT State Veterinarian.
- IV.B.8.9 During the recovery period, continue with providing veterinary medical care, assisting the Agency of Agriculture, Food and Markets and VDH in informing public of, and carrying out proper, public health protection measures, assisting in providing morbidity and mortality figures as requested, and assisting in return to owner or other disposition of unclaimed animals.
- IV.B.9 Members of the Vermont Humane Federation (VHF), with support from the Vermont Veterinary Medical Association and Law Enforcement Officers, are responsible for the following:
 - IV.B.9.1 Facilitating the transportation of injured or stray domestic animals to animal care facilities or appropriate foster homes.
 - IV.B.9.2 Assisting emergency response teams with animal related problems
 - IV.B.9.3 Assisting with the disposal of pet animal carcasses (shelters with appropriate facilities)
 - IV.B.9.4 Coordinating with appropriate law enforcement agencies in the investigation of animal abuse and neglect complaints.

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- IV.B.9.5 Quarantining pet animals for observation regarding potential human rabies exposure (shelters with appropriate facilities)
- IV.B.9.6 Facilitating the capture of, and impounding, domestic animals at large.
- IV.B.9.7 Euthanizing sick and/or injured animals, through assigned and authorized persons, in accordance with the rules adopted pursuant to section 3193 of Title 20.
- IV.B.9.8 Providing emergency animal shelter staffing assistance.
- IV.B.9.9 Assisting with the return of owned animals in coordination with participating American Red Cross chapters.

IV.C SUPPORT AGENCIES

Support agencies are assigned based on known capabilities and training and in accordance with their own operating procedures. The following agencies have been identified as having support roles within this planning effort:

- Vermont Animal Control Association
- Vermont Audubon
- The Humane Society of the United States
- The American Humane Association
- The International Fund for Animal Welfare
- United Animal Nations/Emergency Animal Rescue Service
- Vermont Farm Bureau
- USDA, APHIS, Wildlife Services
- USDA, APHIS, Veterinary Services
- AVMA Veterinary Medical Assistance Team (VMAT)
- University of Vermont and Extension Services
- Licensed Wildlife Rehabilitators

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- Vermont Institute of Natural Science
- Vermont Veterinary Medical Association

IV.C.1 Support Agencies (General). All support agencies identified in this plan are responsible for the following:

- IV.C.1.1 Notifying, activating, and mobilizing appropriate personnel and equipment to perform or support assigned functions as designated within this plan.
- IV.C.1.2 Designating and assigning appropriate personnel as requested to staff designated facilities that are required, and providing representation when requested if possible.
- IV.C.1.3 Coordinating all actions with the appropriate primary agencies when performing their assigned missions.
- IV.C.1.4 Identifying all personnel and resource requirements to perform assigned missions which are in excess of the support agencies' capabilities.

IV.C.2 Support Agencies (Specific)

IV.C.2.1 Vermont Animal Control Association

IV.C.2.1.a Preparedness phase:

- Advising members on required FEMA Incident Command Structure courses.
- Providing animal disaster training to members in cooperation with State agency trainings
- Assisting with public education on the topics of individual preparedness by providing literature and other information to citizens on the VACA website.

IV.C.2.1.b Response phase:

- Facilitating transport of stray, nuisance, injured or loose domestic animals to appropriate animal care or medical triage facilities.
- Investigating domestic animal bites and following appropriate quarantine protocols, with support from the Vermont Department of Health and Law Enforcement Officers.

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- Assisting Vermont Disaster Emergency Response Teams with animal-related problems.
- Enforcing local and state laws pertaining to domestic animals.
- Capturing and impounding domestic animals at large.
- Assisting domestic animals in need of rescue.
- Coordinating and assisting in the euthanasia of sick or severely injured domestic animals with support from the VVMA and local VHF shelters pursuant to Title 20, section 3913.
- Providing staffing for VHF shelters as needed.
- Providing records associated with the location of rescued or impounded animals to lead agencies if requested.
- Coordinating the disposal of domestic animal carcasses with support from VHF, VVMA, and DEC.

IV.C.2.1.c Recovery phase

- Returning animals to their owners with support from VVMA, VHF, and the participating Red Cross chapters.
- Continuing to assist the Agency of Agriculture, Food and Markets as directed.

IV.C.2.2 Vermont Audubon

IV.C.2.2.a Providing advice with regard to management and handling of birds.

IV.C.2.3 Vermont Disaster Animal Response Team, Inc.

IV.C.2.3.a At the Team Leader's request, providing or supervising through its system of regional DARTS, where applicable in a manner that complies with the National Incident management System, the following:

- Disaster assessment to assist in determining what response resources may be needed

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- Retrieval, evaluation and care for displaced animals that are separated from, left behind by, or in need of co-located sheltering near, evacuated owners
- First aid care for animals requiring it, provided by veterinary or veterinary technician members
- Emergency veterinary care provided by veterinary members
- Temporary emergency animal shelters
- Evacuation support for animals
- Assistance to duly authorized Animal Control Officers and Police with emergency search and rescue of household pets and livestock
- Relocation of, and support for, disaster-affected animal facilities
- Transition support to local management of response
- At the request of the Team Leader, assistance for the SEOC regarding animal-related issues, donations, volunteer management, and/or media issues
- Establish communications methods for various responders through its network of equipment

IV.C.2.4 The Humane Society of the United States, The American Humane Association, The International Fund for Animal Welfare, and The United Animal Nations/Emergency

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Animal Rescue Service, Vermont Horse Council (Large Animal Technical Rescue)

- IV.C.2.4.a Providing staffing, coordination of resources, and documentation when requested.
- IV.C.2.4.b Providing damage assessment personnel to assist in determining what resources are needed from outside the state when requested.
- IV.C.2.4.c Assisting in the facilitation of outside assistance and relocation of animals within or outside the affected area when requested.
- IV.C.2.4.d Providing certified technical rescuers for animals when requested.
- IV.C.2.4.e Providing rescue equipment designed specifically for animals when requested (agencies with those capabilities).
- IV.C.2.4.f Providing a mobile facility as support for the technical rescuers or other agencies if possible, when requested (agencies with those capabilities).
- IV.C.2.4.g Providing equipment and personnel resources in accordance with the terms of the most recent version of the Memorandum of Understanding between VAAF and HSUS (a copy of the MOU can be found in Attachment B).

IV.C.2.5 Vermont Farm Bureau

- IV.C.2.5.a Identifying and educating commercial and noncommercial animal owners in animal emergency safety and animal emergency needs for food, water, power, etc.

IV.C.2.6 USDA, APHIS, Wildlife Services

- IV.C.2.6.a Capturing, sedating and handling of nuisance wildlife species.
- IV.C.2.6.b Providing expertise and assistance to the Team Leader, as requested, for wildlife concerns.

IV.C.2.7 USDA, APHIS, Veterinary Services

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- IV.C.2.7.a Providing technical and epidemiological expertise and laboratory diagnostic support for animal disease-related emergencies.
- IV.C.2.7.b Providing veterinary and veterinary technician support for emergencies in general.
- IV.C.2.7.c Providing assistance with animal carcass disposal procedures.
- IV.C.2.7.d Providing an Incident Management Team or other support (including National Veterinary Stockpile supplies and/or personnel), at the Team Leader's request, to aid in emergency response.
- IV.C.2.8 AVMA, Veterinary Medical Assistance Team (VMAT)
 - IV.C.2.8.a As a federal resource, assisting local veterinarians in providing care for animals at the site of a presidentially declared disaster.
- IV.C.2.9 University of Vermont and Extension Services
 - IV.C.2.9.a Identifying and educating commercial and non-commercial animal owners in animal emergency safety and animal emergency needs for food, water, power, etc.
 - IV.C.2.9.b Assisting the Team Leader and Vermont Agency of Agriculture, Animal Health Section with maintenance and activation of the Animal Agriculture Alert Network when it becomes necessary to alert non-commercial producers about an emergency that impacts livestock or poultry
- IV.C.2.10 Licensed Wildlife Rehabilitators; Vermont Institute of Natural Science
 - IV.C.2.10.a Providing for the management and care of displaced and injured wild animals, including protected and endangered species.
 - IV.C.2.10.b Returning captured wild animals to their natural environment.
 - IV.C.2.10.c Providing expertise and assistance in the capture and control of wild animals.
- IV.C.2.11 Vermont Veterinary Medical Association

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IV.C.2.11.a Preparedness and Mitigation Phases

- Distributing instructional and educational material to veterinary members to assist them in participation with local animal emergency programs.
- Assisting the Agency of Agriculture, Food and Markets in planning and carrying out volunteer/public education and training programs for animal emergency response.

IV.C.2.11.b Response Phase

- Monitoring veterinary medical care status in affected counties and providing status reports to the Team Leader if requested.
- Coordinating with the Agency of Agriculture and the SEOC in the processing of requests for animal medical assistance.
- Assisting with public information dissemination of pet care and medical information in coordination with SSF-14 (Public Information).
- Assisting and supervising in the administration of rabies vaccinations for animals in shelters and for those for which the rabies vaccination status is unknown.
- Assisting and supervising in the establishment of triage units for the care of injured animals.
- Assisting in relaying information about reportable animal disease to the State Veterinarian.

IV.C.2.11.c Recovery Phase

- Continuing to provide veterinary medical care as needed.
- Assisting the Agency of Agriculture, Food and Markets and VDH in informing public of, and in carrying out, proper public health protection measures.

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- Assisting in return to owner or other disposition of unclaimed animals.

IV.D PLAN DEVELOPMENT AND MAINTENANCE

This plan was developed by the Vermont Agency of Agriculture, Food and Markets with input from representatives of the Primary and Support agencies. Maintenance of the plan is assigned to the DPS, VEM, in cooperation with the Team Leader.

V. VERMONT ANIMAL DISASTER EMERGENCY PLANNING PHASES OF OPERATION

V.A PREPAREDNESS

- V.A.1 Should this plan be approved for the State and Federal Recovery, it will be represented at the Incident Command Post. In addition, when a regional reception and staging area has been established, representation of the program at that location could be initiated.
- V.A.2 VAAFM will develop, maintain, and regularly update a database of available animal shelters and medical and non-medical agencies that will provide animal care assistance. This will include type of service being offered, resources available, contact telephone numbers, and logistical abilities of each.
- V.A.3 VAAFM will participate in State emergency exercises and other training opportunities as needed.

V.B RESPONSE

- V.B.1 Depending on the nature of the emergency, DPS, VEM and VAAFM will establish communication concerning the impact on the State of Vermont and other animal-related issues.
- V.B.2 The Team Leader will alert appropriate primary and support agencies of impending emergencies.
- V.B.3 The JIC, with input from DPS, VEM, the Team Leader and VAAFM, will be responsible for issuing an initial press release updating the public, and additional releases as needed.
- V.B.4 The Team Leader will obtain status reports as needed from appropriate primary and support agencies for purposes of tracking the available animal shelter facilities and confinement areas identified before, during and after the emergency.
- V.B.5 The Team Leader will coordinate with DPS, VEM to provide information on the location and availability of shelter space, equipment, food and water for animals.

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V.B.6 The Team Leader will coordinate with DPS, VEM regarding storage sites and staging areas for animal food and medical supplies.

V.C RECOVERY As the Team Leader, the State Veterinarian will notify all participating agencies to begin mobilization of resources and personnel and to commence recovery operations.

V.C.1 Immediately following notification to activate the recovery phase of this plan, all participating agencies, if requested by the Team Leader, will complete the following actions commensurate with emergency priorities within the state, and based on availability of resources.

V.C.1.1 Assure necessary emergency operating facilities reporting systems continue to operate.

V.C.1.2 Provide appropriate representation to the DPS, VEM.

V.C.1.3 Maintain communications with DPS, VEM, obtain status reports, and keep them informed of progress.

V.C.2 Immediately following communication to commence response actions, each participating agency will complete the following actions:

V.C.2.1 Staff facilities in accordance with each agency's disaster recovery plan.

V.C.2.2 Provide for replacements of each agency's staff.

V.C.2.3 Provide for ongoing needs relative to each agency's designated area of responsibility.

V.C.2.4 Provide personnel and resources for field assessment and recovery teams as necessary.

V.C.3 All primary and supporting agencies will coordinate directly with the Team Leader.

V.C.4 VAAFV will identify personnel to staff the SRAAT to determine the specific animal health and safety needs and priorities and will coordinate with other primary and support agencies represented at the DPS, VEM to provide support to relieve nuisance and health-related problems involving animals and their impact on human relief efforts.

V.C.5 The Team Leader will coordinate the consolidation or closing of the animal shelters or confinement areas, personnel and supplies as the need diminishes.

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V.C.6 All primary and support agencies shall maintain appropriate records of costs incurred during the event.

V.C.7 The primary and supporting agencies will continue to provide assistance in the following areas: capture of injured and displaced animals, their sheltering, medical care, feeding, relocation and reunification with owners, acquisition of additional food and supplies from vendors to support the relief efforts, continued coordination with other primary and secondary agencies for timely and proper carcass disposal, and continued care of sheltered animals. They will also provide an extended network for the adoption of unclaimed animals and the relocation of sick and injured animals.

V.C.8 Ensure donated goods and monies are handled appropriately.

V.D. MITIGATION

V.D.1 VAAFM will update this Appendix to the State Emergency Operations Plan and provide lists of animal care facilities to the American Red Cross and Support agencies.

V.D.2 A copy of this Appendix will be maintained at the DPS, VEM

V.D.3 VAAFM will provide public education materials related to animal issues, disaster preparedness and response to the Team Leader for public release.

VI. AUTHORITY AND REFERENCES

VI.A. AUTHORITY

VI.A.1 Federal

VI.A.1.1 The Disaster Relief Act of 1974, Public Law 93-288, as amended.

VI.A.1.2 Public Law 100-707, (Robert T. Stafford Disaster Relief and Emergency Assistance Act)

VI.A.1.3 Public Law 109-308, (Pets Evacuation and Transportation Standards Act of 2006)

VI.A.2 State

VI.A.2.1 General laws of Vermont, 20 V.S.A.. Internal Security and Public Safety

VII. DEFINITIONS. Acronyms and Terms.

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VII.A. ACRONYMS

VII.A.1	AVMA	American Veterinary Medical Association
VII.A.2.	ACO	Animal Control Officer
VII.A.3.	AHA	American Humane Association
VII.A.4.	APHIS	Animal Plant Health Inspection Service
VII.A.5.	ARC	American Red Cross
VII.A.6.	DART	Disaster Animal Response Team
VII.A.7.	DEC	Department of Environmental Conservation
VII. A.8	DFW	Department of Fish and Wildlife
VII.A.9.	DOA	Department of Agriculture
VII.A.10.	DOH	Department of Health
VII.A.11.	DPS, VEM	Department of Public Safety, Vermont Emergency Management

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VII.A.12.	EOC	Emergency Operations Center
VII.A.13.	EOP	Emergency Operations Plan
VII.A.14.	HSUS	Humane Society of the United States
VII.A.15.	IFAW	International Fund for Animal Welfare
VII.A.16.	PIO	Public Information Officer
VII.A.17.	SOE	State of Emergency
VII.A.18.	SWMC	Solid Waste Management Corporation
VII.A.19.	UAN	United Animal Nations
VII.A.20.	USDA, APHIS, VS:	United States Department of Agriculture, Animal Plant Health Inspection Service, Veterinary Services
VII.A.21.	USDA, APHIS, WS:	United States Department of Agriculture, Animal Plant Health Inspection Service, Wildlife Services

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- VII.A.22. USFWS: The United States Fish and Wildlife Services (Federal Agency)**
- VII.A.23. VAAFM Vermont Agency of Agriculture, Food and Markets**
- VII.A.24. VMAT Veterinary Medical Assistance Team**
- VII.A.25. VFB Vermont Farm Bureau**
- VII.A.26. VVMA: Vermont Veterinary Medical Association**
- VII.A.27. VHF: Vermont Humane Federation**
- VIIA.28. VINS: Vermont Institute of Natural Science**

VII.B. TERMS

- VII.B.1. Animal** - All living sentient creatures, not human beings (Vermont Title 13)
- VII.B.2. Disaster**-Any catastrophe (natural hazard including hurricane, tornado, storm, high water, wind driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, severe disease outbreak that significantly affects humans or animals), or regardless of cause, any fire, flood, or explosion, in any part of Vermont, which in the determination of the Governor causes damage of sufficient severity to warrant disaster assistance from the State or

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Federal government to supplement the efforts and available resources of communities, local governments, and disaster relief organizations to alleviate damage, loss, or hardship of suffering cause thereby.

VII.B.3. Emergency- Any occasion or instance for which, in the determination of the Governor, requires State assistance to supplement local resources, efforts, and capabilities to save lives, protect property, and the public health and safety, or to lessen or avert the threat of a catastrophe in Vermont. Such occasions or instances may include, but are not limited to natural or manmade hazards or severe disease outbreaks that significantly affect humans or animals.

VII.B.4. Emergency Operations Center (EOC) - a site from which civil government officials (municipal, county, state, or federal) exercise direction and control in a disaster.

VII.B.5. Emergency Support Function (ESF) - Administrative system used to plan, prepare and organize an effective disaster response and recovery effort. Twelve Emergency Support Functions are used in the Federal Response Plan. Some states using this system have expanded the number of ESF=s in their State Plan.

VII.B.6. Euthanasia - The act of humanely ending an animal's life.

VII.B.7. Federal Disaster Declaration- A determination by the president of the United States that disaster is of such magnitude and severity to warrant major disaster assistance to supplement the efforts and available resources of states, local

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governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

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- VII.B.8. Livestock** - All cattle, bison, horses, sheep, goats, swine, cervidae, ratites and camelids. (VT Title 13)
- VII.B.9. Mitigation**- The process of planning and preparation for the purpose of preventing the occurrence of a disaster or minimizing the severity of its impact. Activities that can help avoid a disaster or minimize its impact include locating buildings outside of flood-prone areas or instituting appropriate building codes for severe storms, earthquakes, and wildfires.
- VII.B.10. Participating Agency** - Any agency defined as having a role in either a primary or support agency's structure.
- VII.B.11. Preparedness** - Activities that enhance the abilities of individuals, communities, and businesses to better respond to a disaster. Preparedness activities include public education, disaster training, and disaster exercises/drills.
- VII.B.12. Primary Agency** - The governmental agency or department assigned primary (lead) responsibility to manage and coordinate a specific Emergency Support Function (ESF). Primary agencies are designated on the basis of having the most resources, capabilities, or expertise relative to accomplishment of the ESF. Primary agencies are responsible for overall planning and coordination with their support agencies and other ESFs.
- VII.B.13. Recovery** - Activities associated with the orderly restoration and rehabilitation of persons and property affected by disasters.

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- VII.B.14. Rehabilitation** - To restore to a former state or condition.
- VII.B.15. Response** - Activities, during the immediate aftermath of a disaster (usually considered the first 72 hours in a major event), that use all systems, plans, and resources necessary to adequately preserve the health, safety and welfare of victims and property affected by the disaster, with emphasis on meeting emergency needs and restoring essential community services. NOTE: In non-major events, even in smaller tornadoes, the response may be far less than 72 hours.
- VII.B.16. State of Emergency**-Declaration by a Governor or the Chief Elected Official of a local community (i.e. mayor, select board, town manager) when an emergency is beyond the scope of state or local governments ability to respond/protect population and property.
- VII.B.17. State Veterinarian**- staff member of the State Department of Agriculture, Animal Health Division.
- VII.B.18. Support Agency** - Organization or agency designated to assist a primary agency with available resources, capabilities, or expertise to accomplish the mission of the Emergency Support Function response and recovery operations under coordination of the primary agency.
- VII.B.19. Triage**- A system designed to produce the greatest benefits from limited treatment facilities by degree of injury/stress.

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VII.B.20. Quarantine- A period of time during which an animal suspected of carrying a contagious disease is detained/observed under enforced isolation to prevent disease from entering into the general population or natural habitat.

VII.B.21 Wildlife or Wild Animals-All animals including birds, amphibians, and reptiles other than domestic animals, whether or not native to Vermont.

VIII. PLAN DEVELOPMENT AND MAINTENANCE

VIII.A. The team leader will review this annex to ensure that necessary updates and revisions needed are prepared and coordinated, based on deficiencies identified in emergencies and/or exercises.

VIII.B. Changes to this annex will be coordinated by VEM and distributed to all holders of the State Emergency Operations Plan.

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**ADEP
Appendix A**

Agency responsibility assignments based on animal-related service functional areas

- *Investigate animal bites and provide rabies control.*
 - Vermont Department of Health
 - Law Enforcement Officers
 - USDA, APHIS, Wildlife Services
 - Licensed Wildlife Rehabilitators
 - Agency of Natural Resources Division of Fish and Wildlife
 - Vermont Animal Control Association

- *Assist in the rescue or capture of animals (within the scope of their expertise) that have escaped confinement, or have been displaced from their natural habitat.*
 - Members of the Vermont Humane Federation
 - Licensed Wildlife Rehabilitators
Vermont Disaster Animal Response Team, Inc.
 - Vermont Institute of Natural Science
 - USDA, APHIS, Veterinary Services
 - USDA, APHIS, Wildlife Services
 - The Humane Society of the United States (HSUS)
 - The American Humane Association (AHA)
 - United Animal Nations/Emergency Animal Rescue Service (UAN)
 - The International Fund for Animal Welfare (IFAW)

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- Vermont Animal Control Association
- University of Vermont Extension Services
- Large Animal Technical Rescue

- *Assist emergency response teams with animal-related problems.*
 - Members of the Vermont Humane Federation
 - USDA, APHIS, Veterinary Services
 - USDA, APHIS, Wildlife Services
 - Vermont Veterinary Medical Association
 - Licensed Wildlife Rehabilitators
 - Vermont Animal Control Association
 - Vermont Disaster Animal Response Team, Inc.
 - Vermont Institute of Natural Science
 - The Humane Society of the United States
 - The American Humane Association
 - The United Animal Nations/Emergency Animal Rescue Service
 - The International Fund for Animal Welfare
 - AVMA Veterinary Medical Assistance Team (VMAT)
AVMA,(Presidentially declared emergency only)

- *Provide appropriate equipment, care and shelter to animals (within the scope of their expertise) before, during and after an emergency*
 - Members of the Vermont Humane Federation
 - Vermont Veterinary Medical Association

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- Vermont Disaster Animal Response Team, Inc.
- The Humane Society of the United States
- The American Humane Association
- The United Animal Nations/Emergency Animal Rescue Service
- The International Fund for Animal Welfare
- AVMA, VMAT (Presidentially declared emergency only)
- Vermont Agency of Agriculture, Animal Health and Dairy Sections
- USDA, APHIS, Veterinary Services
- USDA, Farm Service Agency
- Licensed Wildlife Rehabilitators
- Vermont Institute of Natural Science
- *Investigate unusual animal illness and death*
 - Vermont Department of Health
 - Vermont Agency of Agriculture, Animal Health and Dairy Sections
 - USDA, APHIS, Wildlife Services
 - USDA, APHIS, Veterinary Services
- *Remove and proper dispose animal carcasses or review recommended sites and methodologies for proper disposal of animal carcasses*
 - USDA, APHIS, Veterinary Services
 - Vermont Agency of Agriculture, Animal Health section
 - Agency of Natural Resources, Division DEC, Waste Management Division, Solid Waste Management Program

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- Department of Fish and Wildlife (All Wildlife)
- *Release information to the general public, regarding such issues as quarantine areas, rabies alert, severe animal disease outbreaks, public service information announcements, etc.*
 - Vermont Agency of Agriculture Public Information Officer
 - Vermont Department of Health Public Information Officer
 - Joint Information Center

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ADEP

Appendix B

See VAAFMs MOUs with HSUS and VDART to follow. Please note: signed scanned copies of these MOUs are also maintained in the animal health section's shared drive.

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**An Agreement between the Vermont Agency of Agriculture, Food and Markets
and the Vermont Disaster Animal Response Team, Inc.**

Last updated: October 13, 2010

This Agreement is made between the Vermont Agency of Agriculture, Food and Markets, the lead state agency for State Support Function 11, Annex K: Agriculture and Natural Resources, a support plan to the State of Vermont's Emergency Operations Plan, including the Animal Disaster Emergency Plan (ADEP), with headquarters located at 116 State Street, Montpelier, Vermont 05620 (hereinafter referred to as "VAAFM") and, the Vermont Disaster Animal Response Team, Inc., a private non-profit corporation with headquarters located at 55 County Road, Windsor, Vermont 05089 (hereinafter referred to as "VDART, Inc.")

RECITALS

WHEREAS, VAAFM is a state agency charged with primary responsibility for providing a coordinated response to companion animal and livestock care needs before, during, and after a significant natural disaster or man-made event within the framework of State Support Function 11, Annex K: Agriculture and Natural Resources, a support plan to the State of Vermont's Emergency Operations Plan, and the Animal Disaster Emergency Plan (ADEP);

WHEREAS, VAAFM does not have adequate staffing or budget to independently prepare for or independently respond to a disaster that would reach the level of state declaration of emergency;

WHEREAS, VAAFM seeks to be able to respond to the ongoing needs of animals and their owners even when local, regional, and state capacities have been overwhelmed;

WHEREAS VDART, INC. is a collaborative, nonprofit domestic corporate entity established for the coordination of public and private programs to promote communications, mentoring, and resource development for an effective animal response prior to, during, and after a disaster or emergency, at all levels of government;

WHEREAS, VDART, INC. represents that it is capable of providing through its system of Chartered and quasi independent Regional Disaster Animal Response Teams (DARTs) spread throughout the State of Vermont, a breadth of necessary services and equipment during disaster response and recovery;

WHEREAS VDART, INC. represents that it, in conjunction with its Regional DART's, is capable of providing an adequate number of personnel to assist in disaster response and recovery on short notice and for some duration; and

WHEREAS, VAAFM and VDART, INC. wish to enter into an agreement that provides for coordination and cooperation between VAAFM and VDART, INC. in responding to a disaster to ensure the safety, rescue, transportation, and care of evacuated, abandoned or rescued animals when

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local capacity is overwhelmed, as well as assist in complying with the federal Pet Evacuation and Transportation Standards (PETS) Act;

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Request for Assistance.

(a) When, in accordance with the Vermont state Emergency Operations Plan, a situation arises that requires disaster assistance, VAAFM, usually after having been notified by the Vermont Emergency Management authority (VEM), shall contact the Authorized Representative of VDART, INC. (which may be a designated member of its system of Regional DARTs) - identified in Exhibit "A" of this Agreement – and shall provide the following information in writing or telephonically. VDART, Inc. agrees that to the extent any of the following information is not available at the time of the request for assistance; VDART, Inc. shall assist in the development of such information. From time to time, it may also come to pass that activation request occurs from a Local Emergency Management Director or the equivalent. In these instances, VDART, Inc. and its system of Regional DARTs shall notify the VEM Duty Officer and VAAFM of the activation request.

- (i) A general description or nature of the disaster – as defined below - including damage sustained or threatened, and the authorizing agency or person designated to handle the animal issues;
- (ii) Identification of the type of assistance needed;
- (iii) An estimate of the amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time that each will be needed;
- (iv) Location(s) for staging and set up of the appropriate services;
- (v) An estimated time; a specific place; and a name and contact information to whom to report for a representative of VDART, INC. to meet with the appropriate on-site personnel.

(b) VAAFM agrees that any request for VDART, Inc.'s assistance shall also include adequate preliminary information regarding the nature, anticipated response requirements and location of the event as well as a copy of the formal request from local / state authorities which authorizes VDART's response.

(c) For the purposes of this Agreement a "Disaster" shall be defined as any act or event which triggers the activation of the State's Emergency Operations Plan (EOP).

(d) VDART, Inc. shall respond to VAAFM's request for assistance by the quickest practical means and shall inform VAAFM of the scope of assistance to be provided by

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VDART, Inc. VDART, Inc. agrees that any response it provides shall comply with the National Incident Management System (NIMS) model.

2. **Scope of Assistance.**

(a) At the request of VAAFMM as described above, VDART, Inc., through its system of Regional DARTs, based on available resources, capabilities, and expertise, may provide and / or supervise any or all the following:

- (i) Disaster assessment to assist in determining what resources may be needed;
- (ii) Retrieval, evaluation, and care for displaced animals that are separated or left behind by evacuated owners;
- (iii) First aid care for animals requiring it;
- (iv) Team members who are Licensed Veterinarians in Vermont may provide emergency veterinary services to the extent feasible and appropriate.
- (v) Temporary emergency animal shelters;
- (vi) Evacuation support for animals;
- (vii) Assistance to duly authorized Animal Control Officers and Police for the Emergency Search and Rescue of animals (household pets and livestock);
- (viii) Relocation of and support for disaster-affected animal facilities;
- (ix) Transition support to local management of response;
- (x) Assistance for the Emergency Operations Center (established pursuant to NIMS) regarding animal-related issues, donations, and volunteer management, and/or media issues; and
- (xi) Establish communications methods for various responders through its extensive network of equipment.

3. **Authority/Cooperation.**

(a) The parties agree that in the event VDART, Inc's assistance is requested and VDART, Inc. agrees to provide such assistance through its system of Regional DARTs, VDART, Inc. shall:

- (i) Deploy within twelve hours of receipt of VAAFMM's request for assistance;

- (ii) Ensure that designated VDART, Inc representatives receive and/or maintain proper training and will work under the direction of VAAFMM as requested; and
- (iv) Operate under NIMS and Incident Command System (ICS) at all times.

(b) In order that the resources of the state, local emergency response entities, and VDART, Inc. and its system of Regional DARTs may be coordinated and used to the fullest advantage in rendering disaster relief, the undersigned parties agree to communicate frequently through the use of meetings, telephone conferences, email, DisasterLAN and any other practicable means. To the extent they are able; each undersigned party agrees to share data regarding disaster, disaster declarations, and changes in personnel, policies, and legislation with the other party in a timely manner. The parties agree to distribute this Agreement internally within their respective organizations and encourage cooperation at all levels within each party's organization.

4. **Relationship of the Parties.**

(a) **No Joint Venture.** Nothing herein contained shall be construed to place the Parties in the relationship of employer/employee, partners, joint ventures, or agents, and neither party shall have the power to obligate or bind the other in any manner whatsoever.

(b) **Authority.** VDART, Inc. agrees that it shall report to and take general direction from VAAFMM pursuant to the NIMS standardized ICS, but that VDART, Inc. personnel, equipment, and other resources shall remain with VDART, Inc. and its system of Regional DARTs at all times. VDART, Inc. and its system of Regional DARTs, when active at a disaster scene, shall be under the direct supervision of the Incident Commander on scene. VDART, Inc. agrees to provide at least twenty-four (24) hours notice, if practicable, of its intent to withdraw personnel or resources.

(c) **Equipment.** VDART, Inc. shall be responsible for the operation and maintenance of its own equipment. VAAFMM may supply VDART, Inc. with such equipment, and expendable resources as it may secure to support the operation and success of VDART, Inc. in carrying out its mission. This equipment can include capital items assigned to the permanent or long term custody of VDART, Inc. and those temporarily secured from other resources during an active Disaster. Vehicles, trailers and related equipment permanently assigned to VDART, Inc. can be registered by VDART, Inc. with the Vermont Department of Motor Vehicles. When possible, VAAFMM will attempt to provide VDART, Inc. and its system of Regional DARTs with appropriate communications equipment, including but not limited to, base and hand held radios, etc.

(d) **Food and Shelter.** VDART, Inc. agrees, working in conjunction with its system of Regional DARTs, to the extent possible, to provide food and shelter for VDART, Inc. personnel as well as any resources necessary for the operation of VDART, Inc. including equipment and expendable supplies (animal food, bedding, medical, etc). The parties agree that each party is responsible for establishing its own policies and financing its own activities. VDART, Inc. may enter into other MOUs with partner organizations, such as the American Red Cross, to meet these and other appropriate disaster related needs.

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(e) **Publicity.** Each party agrees to use reasonable efforts to acknowledge the participation and role of the other party and shall identify the other party in media communications, consistent with the ranking Public Information Officer's approval. However, the parties agree that during the disaster response and recovery the only outward advertising of, or uniform designating affiliation, unless established and standardized in advance of the event, will be approved by state officials. Once response and recovery activities have been completed, each party may promote its activities and solicit funds for future disaster responses.

5. **Insurance & Liability.**

(a) **Liability.** Nothing contained in this agreement shall create any liability on behalf of VAAFM or VDART, Inc. and its system of Regional DARTs to any third party, or create any right, claim or cause of action on behalf of any party other than VAAFM or VDART, Inc. VAAFM, VDART, Inc. and its system of Regional DARTs specifically retain all protections from liability provided under Vermont law.

6. **Term and Termination.**

(a) **Term.** This Agreement shall be effective upon the date the party second to Consent executes the agreement and shall remain in effect for one year. This Agreement shall automatically renew for consecutive one year terms until such time as either party provides the other party with thirty (30) days written notice of termination.

(b) **Termination.** This Agreement may be terminated at any time upon (30) days written notice by either party.

7. **General Provisions.**

(a) **Notices.** All notices and other communications required to be given pursuant to this Agreement must be in writing and delivered by hand; mailed by United States registered or certified first class mail, postage prepaid; or delivered by regulated commercial carrier having provisions for proof of receipt. Each party to this Agreement may change an address relating to it by written notice to the other party. Notices shall be effective upon receipt.

(i) VAAFM, Attn: State Veterinarian, 116 State Street, Montpelier, Vermont 05620

(ii) VDART, Inc., Attn: Chairperson of the Board, 55 County Road, Windsor, Vermont 05089

(b) **Integration.** This Agreement sets forth the entire agreement between the undersigned parties with respect to the subject matter hereof and supersedes all previous negotiations, agreements, and understandings, whether written or oral. This Agreement may not be modified or amended except by written agreement executed by the parties hereto and expressly identified as an amendment to this Agreement.

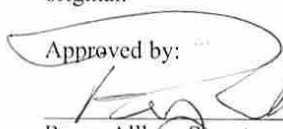
STATE OF VERMONT EMERGENCY OPERATIONS PLAN

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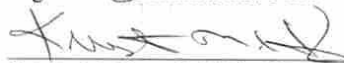
Page 6 of 6

- (c) Paragraph Headings. The headings of the sections and paragraphs of this Agreement are provided solely for convenience of reference and shall not be used in interpretation of this Agreement.
- (d) Waiver. No waiver of any term or provision of this Agreement shall be deemed effective unless such waiver is in writing and signed by the party to be charged with such waiver. The failure or delay of any party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any right under this Agreement.
- (e) Severability. In the event any of the terms and conditions of this Agreement are deemed invalid by a competent tribunal, such terms shall be deemed severed from this Agreement, which shall, as so modified by the severance, in all other respects remain in full force and effect.
- (f) Binding Effect. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- (g) Choice of Law. This Agreement, including the agreement to arbitrate herein, shall be governed by, and interpreted under the laws of the state of Vermont, without regard to said state's conflicts of laws doctrines.
- (h) Authority. Each party warrants that the person signing below is authorized to sign this Agreement on behalf of such party and to bind such party to the terms of this Agreement.
- (i) Assignability. Neither party shall have the right to assign their rights, duties, or obligations under this agreement without the other party's express written consent.

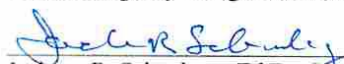
IN WITNESS WHEREOF, the parties have authorized this Agreement to be executed by their duly authorized representatives in duplicate counterparts, each of which shall constitute an original.

Approved by: 
 Roger Allbee, Secretary of the Vermont Agency of
 Agriculture, Markets and Food

Oct 13 2010
 Date


 Kristin M. Haas, D.V.M., Vermont State Veterinarian
 Vermont Agency of Agriculture, Markets and Food

October 19, 2010
 Date


 Jackson R. Schonberg, Ed.D., Chair, Board of Directors
 Vermont Disaster Animal Response Team, Inc.

OCTOBER 21, 2010
 Date

**Agreement between
The Humane Society of the United States and The Vermont Agency of Agriculture, Food
& Markets**

This Agreement is made between The Humane Society of the United States, a Delaware not-for-profit corporation with headquarters located at 2100 L Street, N.W., Washington, D.C. 20037 (hereinafter "The HSUS") and, The Vermont Agency of Agriculture, Food and Markets, located at 116 State St., Drawer 20, Montpelier, VT 05620-2901, (hereinafter "VAAFM").

RECITALS

WHEREAS, The HSUS is a not-for-profit corporation with a mission to promote the humane treatment of animals and to foster respect, understanding, and compassion for all creatures;

WHEREAS, The HSUS recognizes that animals play a central role in the emotional and economic well-being of people, and that a wide range of natural and technological disasters place animals in jeopardy around the world;

WHEREAS, The HSUS desires to rescue and care for both companion animals and farm animals (whenever possible) trapped in these circumstances whenever local and regional capacities have been overwhelmed;

WHEREAS, The VAAFM is responsible for the coordination of all Agricultural functions for animal and plant emergency services under SSF-11; and

WHEREAS, The VAAFM and The HSUS wish to enter into an agreement that provides for coordination and cooperation between The VAAFM and The HSUS in responding to a disaster to ensure the safety, rescue, transportation, and care of evacuated, stray, abandoned or rescued animals when local capacity is overwhelmed, as well as assist VAAFM with regard to the recently enacted Pet Evacuation and Transportation Standards (PETS) Act.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Request for Assistance.

(a) VAAFM shall contact the Authorized Representative of The HSUS — identified in Exhibit "A" of this Agreement — and shall provide the following information, in writing. VAAFM agrees that to the extent any of the following information is not available at the time of the request for assistance, VAAFM shall assist in the development of such information:

- (i) A general description or nature of the Disaster — as defined below — including damage sustained or threatened and the authorizing agency or person designated to handle the animal issues;

Agreement between
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& Markets

- (ii) Identification of the type of assistance needed;
- (iii) An estimate of the amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time that each will be needed;
- (iv) Location for staging and set up of the appropriate services;
- (v) An estimated time and a specific place for a representative of VAAFMM to meet with HSUS personnel.

(b) VAAFMM agrees that any request for The HSUS's assistance shall also include information detailing the nature of the request from local authorities for VAAFMM assistance and authorizing VAAFMM response.

(c) For purposes of this Agreement a "Disaster" shall be defined as "the threat or occurrence of an event of destructive magnitude and force that dislocates — or threatens to dislocate — people and animals, separates family members, damage or destroys homes, and injures or kills people and animals, including, but not limited to: floods, tornadoes, hurricanes, typhoons, winter storms, tsunamis, hail storms, wildfires, windstorms, epidemics and earthquakes, fires, building collapses, transportation accidents, hazardous materials release, explosions and domestic acts of terrorism."

(d) The HSUS shall respond to VAAFMM's request for assistance by the quickest practical means and shall inform VAAFMM of the scope of assistance to be provided by The HSUS. The HSUS agrees that any response it provides shall comply with the National Incident Management System (NIMS) model. The parties agree that this Agreement does not obligate The HSUS to provide any assistance to VAAFMM.

2. Scope of Assistance.

(a) At the request of VAAFMM as described above, The HSUS may, based on available resources, capabilities and expertise, provide and or supervise any or all the following:

- (i) Emergency search and rescue of animals (household pets and livestock);
- (ii) Retrieval, evaluation, and care for displaced animals that are separated or left behind;
- (iii) Veterinary care for animals requiring emergency medical care ;
- (iv) Temporary emergency animal shelters;
- (v) Evacuation support for animals;
- (vi) Damage assessment to assist in determining what resources may be needed;
- (vii) Relocation and support for disaster-affected animal facilities;
- (viii) Transition support to local management of response;

**Agreement between
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& Markets**

- (ix) Assistance for the Emergency Operations Center (established pursuant to NIMS) regarding animal-related issues, donations, and volunteer management, and/or media issues; and
- (x) Establish communications methods for various responders through our extensive network of equipment.

3. Authority/Cooperation.

(a) The parties agree that in the event The HSUS's assistance is requested and The HSUS agrees to provide such assistance, The HSUS shall:

- (i) Be designated by VAAFAM as an organization to assist it, subject to available resources, capabilities and expertise;
- (ii) Deploy within twenty-four hours of receipt of VAAFAM's request for assistance;
- (iii) Ensure that designated HSUS representatives receive and/or maintain proper training and will work under the direction of VAAFAM as requested;
- (iv) Operate under NIMS and Incident Command System (ICS) at all times.

(b) In order that the resources of VAAFAM and The HSUS may be coordinated and used to the fullest advantage in rendering disaster relief, the parties agree to communicate frequently through the use of meetings, telephone conferences, email and any other practicable means. Each party agrees to share data regarding disaster, disaster declarations, and changes in personnel and policies with the other party in a timely manner. The parties agree to distribute this Agreement internally within their respective organizations and encourage cooperation at all levels within each party's organization.

4. Relationship of the Parties.

(a) **No Joint Venture.** Nothing herein contained shall be construed to place the parties in the relationship of partners, joint ventures, or agents, and neither party shall have the power to obligate or bind the other in any manner whatsoever. Each party shall be responsible for the operation and maintenance of its own equipment or any other resources provided.

(b) **Authority.** The HSUS agrees it shall report to, and take direction from, VAAFAM pursuant to the NIMS standardized ICS, but that The HSUS shall have discretion in how assigned tasks shall be performed and that the control of HSUS personnel, equipment, and other resources shall remain with The HSUS at all times. The HSUS agrees to provide VAAFAM at least twenty-four (24) hours notice — if practicable — of its intent to withdraw personnel or resources.

(c) **Food and Shelter.** The HSUS agrees, to the extent possible, to provide food and shelter for HSUS personnel as well as any resources necessary for the operation of HSUS equipment. The parties agree that each party is responsible for establishing its own policies and financing its own activities.

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& Markets

(d) **Publicity.** Each party agrees to use reasonable efforts to acknowledge the participation and role of the other party (and shall identify the other party) in media communications; however, in recognition of the financial burden of disaster response, the parties agree that each party may promote its individual activities and solicit funds for current and future disaster responses.

5. Insurance & Indemnification.

(a) **Insurance.** The HSUS agrees to maintain insurance covering its organization and operations.

(b) **Indemnification.** The HSUS agrees to indemnify and hold VAAFM, its directors, officers, employees, and agents harmless from and against all third-party claims, damages, judgments, expenses (including reasonable attorneys' fees and costs of litigation) penalties, or liabilities arising out of acts performed by HSUS or acts performed at HSUS's direction pursuant to this agreement.

6. Term & Termination.

(a) **Term.** This Agreement shall be effective upon the date the party second to consent executes the agreement and shall remain in effect for one year. This Agreement shall automatically renew for consecutive one year terms until such time as either party provides the other party with thirty (30) days written notice of cancellation.

(b) **Termination.** This Agreement may be terminated at any time upon thirty (30) days written notice.

7. General Provisions.

(a) **Notices.** All notices and other communications required to be given pursuant to this Agreement must be in writing and delivered by hand; mailed by United States registered or certified first class mail, postage prepaid; or delivered by regulated commercial carrier having provisions for proof of receipt (such as Federal Express) as follows:

If to The HSUS:

The Humane Society of the United States
Attn: Disaster Services
700 Professional Drive
Gaithersburg, MD 20879-3418

If to The VAAFM:

The Vermont Agency of Agriculture, Food and Markets
Attention: State Veterinarian
116 State St., Drawer 20
Montpelier, VT 05620-2901

Agreement between
The Humane Society of the United States and The Vermont Agency of Agriculture, Food & Markets

Each party to this Agreement may change an address relating to it by written notice to the other party. Notices shall be effective upon receipt.

(b) Integration. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, agreements, and understandings, whether written or oral. This Agreement may not be modified or amended except by written agreement executed by the parties hereto and expressly identified as an amendment to this Agreement.

(c) Paragraph Headings. The headings of the sections and paragraphs of this Agreement are provided solely for convenience of reference and shall not be used in interpretation of this Agreement.

(d) Waiver. No waiver of any term or provision of this Agreement shall be deemed effective unless such waiver is in writing and signed by the party to be charged with such waiver. The failure or delay of any party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any right under this Agreement.

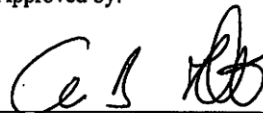
(e) Severability. In the event any of the terms or conditions of this Agreement are deemed invalid by a competent tribunal, such terms shall be deemed severed from this Agreement, which shall, as so modified by the severance, in all other respects remain in full force and effect.

(f) Choice of Law. This Agreement, including the agreement to arbitrate herein, shall be governed by, and interpreted under the laws of the state of Vermont.

(g) Authority. Each party warrants that the person signing below is authorized to sign this Agreement on behalf of such party and to bind such party to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have authorized this Agreement to be executed by their duly authorized representatives in duplicate counterparts, each of which shall constitute an original.

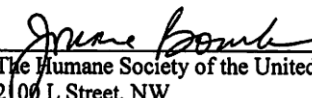
Approved by:



The Vermont Agency of Agriculture,
Food and Markets

10-24-07

Date



The Humane Society of the United States
2100 L Street, NW

10-9-07

Date

EXHIBIT "A"

THE HUMANE SOCIETY OF THE UNITED STATES

Mailing Address: 700 Professional Drive

City, State, Zip Code: Gaithersburg, MD 20879

Authorized Representatives to Contact for Emergency Assistance

Primary Representative

Name: Joanne Bourbeau

Title: New England Regional Director, The Humane Society of the United States

24 hour Telephone number: 802-368-7455 (h); 301-529-3378 (cell); 802-368-2790 (w)

Address: PO Box 619, Jacksonville, Vermont 05342-0619

Day Phone: 802-368-2790 Night Phone: 802-368-7455

Cell: 301-529-3378 Fax: 802-368-2756

First Alternate Representative

Name: Stephanie Hagopian

Title: State Program Manager, MA and RI

Address: 15 Willow Dr., Cumberland, RI 02864

Day Phone: 401-333-1084 Night Phone: 401-334-1128

Cell: 240-888-3395 Fax: 401-333-1084

Second Alternate Representative

Name: Katie Lisnik

Title: State Program Coordinator, ME and NH

Address: 14 Motley St., Portland, ME 04102

Day Phone: 207-775-1004 Night Phone: 207-775-1004

Pager: _____ Fax: _____

Agreement between

The Humane Society of the United States and The Vermont Agency of Agriculture, Food & Markets
