

**Agreement**  
**Suffolk County Department of Fire, Rescue and Emergency Services and**  
**Suffolk County Community College**

**This Agreement (Agreement)** is between the **County of Suffolk (County)**, a municipal corporation of the State of New York, acting through its duly constituted **Department of Fire, Rescue and Emergency Services** ( "Department" and/or "FRES"), located at Yaphank Avenue, Yaphank, New York 11980, and **Suffolk County Community College (the "College")**, a chartered Community College (pursuant to the New York State Education Law) under the sponsorship of the **County**, having its principal administrative office at 533 College Road, Selden, New York 11784-2899.

The parties hereto agree that the College's facilities be made available to the County as temporary emergency shelters for Suffolk County residents and their pets in the event of a declared disaster or emergency pursuant to the terms and conditions set for this in this Agreement.

**Term of Agreement:** September 1, 2016 through August 31, 2020.


**Payment Terms and Conditions:** College to be reimbursed for reasonable and necessary costs arising out of and in connection with the terms of this agreement, as set forth in the terms of Exhibit B.


**Terms and Conditions:** Shall be as set forth in Exhibit A entitled "Specific Terms and Conditions," Exhibit B entitled "General Terms and Conditions, Exhibit C entitled "Facilities to be Used as Shelters," Exhibit D entitled "Suffolk County Society for the Prevention of Cruelty to Animals Pet Friendly Sheltering Plan" and Exhibit E entitled "College's Resolution No. 2006.75 Authorizing An Agreement With Suffolk County For Use Of College Facilities During Emergencies" and County's Resolution No. 209-16 Authorizing an Agreement with Suffolk County Community College to Provide Indoor Facilities for Human and Pet Sheltering During Times of Emergency."


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**SIGNATURES TO FOLLOW ON PAGE 2**

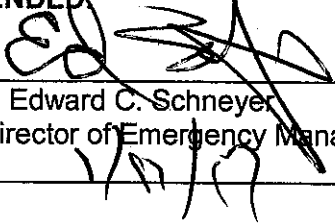


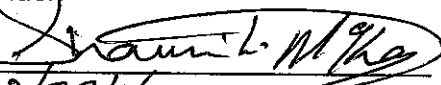
In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.

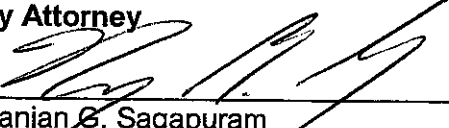
**Suffolk County Community College**  
By:   
Name: Dr. Shaun L. McKay  
Title: President  
Date: 10/28/16

**COUNTY OF SUFFOLK**  
By:   
Dennis M. Cohen  
Chief Deputy County Executive  
Date: 1/3/2017

**Approved:**  
**Department of Fire, Rescue & Emergency Services**  
By:   
Joseph F. Williams  
Commissioner  
Date: 12/8/17

**RECOMMENDED:**  
By:   
Name: Edward C. Schneyer  
Title: Director of Emergency Management  
Date: 1/17/17

**Dr. Shaun L. McKay**  
hereby certifies under penalties of perjury that I am an officer of **Suffolk County Community College** that I have read and I am familiar with §A5-8 of Article V of the Suffolk County Code, and that **Suffolk County Community College** meets all requirements to qualify for exemption thereunder.  
Name:   
Date: 10/28/16 **Dr. Shaun L. McKay**  
**President**

**Approved as to Form:**  
**Dennis M. Brown**  
**County Attorney**  
By:   
Niranjan G. Sagapuram  
Assistant County Attorney  
Date: 12/28/16

**Exhibit A**

**Specific Terms and Conditions**

**WHEREAS**, since 2011 the College has agreed to the use of College building facilities to be used as human and pet shelters, in order to temporarily house residents of Suffolk County and their pets in the event of a declared disaster or emergency; and

**WHEREAS**, the Agreement between the County and the College, Law No. 15-FS-007 expired on June 1, 2015; and

**WHEREAS**, the County and College desire to extend the Agreement pursuant to Article 2-B of the New York State Executive Law and County Resolution No. 209-16 authorizing payment of reasonably and customary costs to the College for sheltering above and beyond regular, non-emergency operational costs;

**NOW, THEREFORE**, in consideration of the individual and mutual covenants, promises and representations herein contained, the parties hereto agree as follows:

**1. Conflicting Provisions**

In the event of any conflict between this Article and any other provision to this Contract, such other provision shall prevail unless it is expressly stated that this Article I shall prevail.

**2. Performance Subject to Condition**

- a. Pursuant to Article 2-B of the New York State Executive Law entitled "Disaster Preparedness," the County, as the first line of defense in times of disaster, has developed disaster preparedness programs and plans.
- b. "Disaster" means the occurrence or imminent threat of wide spread or severe damage, injury, or loss of life or property resulting from any natural or man-made causes, including, but not limited to, fire, flood, earthquake, hurricane, tornado, high water, landslide, mudslide, wind, storm, wave action, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, radiological accident, water contamination, bridge failure or bridge collapse.
- c. The County's disaster preparedness plans, organizational arrangements, and response capability must at all times be the most effective that current circumstances and existing resources allow. The purpose of such plans shall be to minimize the effect of disasters by (i) identifying appropriate local measures to prevent and mitigate disasters, (ii) developing mechanisms to coordinate the use of local resources and manpower for service prior to, during and after disasters and the delivery of services to aid citizens and reduce human suffering resulting from a disaster, and (iii) providing for recovery and redevelopment after disasters. In order to execute such plans during, or at imminent threat of disaster, the County must ensure that all resources necessary and required for such implementation are readily available to it.
- d. Performance of this Agreement is contingent on the occurrence of a disaster, as this term is defined herein and by New York State Executive Law Article 2-B. Such condition shall be deemed in effect immediately upon the declaration of a state of emergency by the Suffolk County Executive, or in the event of a vacancy in this office, by the Chief Deputy County Executive or the Deputy County Executive designated to perform the administrative duties of the County Executive during his temporary absence or disability.

**3. Requirements Agreement**

The parties agree as follows:

- a. This is a Requirements Agreement; and
- b. The FRES Commissioner is responsible for the coordination of emergency preparedness plans and the County's response to natural or manmade disasters or emergencies; and
- c. FRES requires and needs to guarantee the services of the College to provide emergency shelters for persons and pets, in the event of a declared disaster or emergency, for the temporary housing of persons and/or pets; and
- d. This Agreement is to assure that the County, as the first line of defense in the minimization of the adverse effects to the people and property of Suffolk County in the event of a declared state of emergency and in the recovery and redevelopment efforts following disasters, receives all the services described herein, to be made available by the College to the County prior to the College's provision of such services to other entities, so that the County may accomplish the foregoing.

**4. Term and Termination**

- a. The term of this Agreement shall be as set forth on page one of this Agreement, unless sooner terminated as provided below.
- b. Performance of the Services as set forth in this Agreement shall commence as of the date of a declared state of emergency set forth in Paragraph 1 above and a determination by the County that the services of the College are necessary to execute the County's emergency preparedness plans. The parties acknowledge that there may be one or more declared states of emergency during the term of this Agreement.
- c. This Agreement may be terminated in whole or in part in writing by the County or the College in the event of failure by either party to fulfill any of the terms and conditions under this Agreement. The County and the College shall also have the right to terminate this Agreement at any time and for any reason deemed to be in either of its best interest. A party will provide no less than thirty (30) days written notice to the other of an intent to cancel.

**5. College Responsibilities**

- a. The College will provide the facilities identified in Exhibit C to be used as shelters in the event of the occurrence of a declared disaster or emergency, and for drills and exercises on dates and at times mutually agreed upon in writing. Shelters will be limited to the facilities identified in Exhibit C unless additional facilities are mutually agreed upon in writing. Under no circumstances will offices, computer areas, classrooms with computers or lab equipment or veterinary science areas be used as shelters or as administrative space during a declared disaster or emergency.
- b. The College will use its best efforts to make the designated facilities and adjoining parking areas accessible as dictated by the demands of the disaster or emergency.
- c. The College will use its best efforts to keep designated locations and parking areas accessible for the duration of the disaster or emergency.

**Disaster Preparedness/Emergency Shelters  
Suffolk County Community College**

- d. The College will use its best efforts to provide campus security within constraints of normal staffing capacity to augment the Suffolk County Police Department, Suffolk County Sheriff and other Police Departments as necessary.
- e. The College will use its best efforts to provide a representative from its Facilities Management department at each Campus to assist with technical support (power, lighting, waste, etc.) for the duration of a deployment.
- f. The College will use its best efforts to provide janitorial services at reasonable time intervals at each shelter site for the duration of the use of the sites.
- g. The College will allow the use by FRES of desks and tables that are present at the shelter sites.

**6. FRES Responsibilities**

- a. FRES will staff the shelters with volunteers trained in shelter management and other emergency services providers. FRES will staff special needs shelters with Community Emergency Response Team (CERTS) volunteers and other emergency services providers, as needed.
- b. FRES will coordinate with the Suffolk County Society for the Prevention of Cruelty to Animals ("SCSPCA") to insure that all designated pet shelters at the College are staffed by SCSPCA representatives and that the pet shelters adhere to the guidelines set forth in the SCSPCA Pet Friendly Sheltering Plan, attached as Exhibit D.
- c. FRES will provide necessary office supplies including, pens, clipboards, paper, etc., shelter equipment and supplies (cots, air mattresses, blankets, towels, generators, etc.), food and water, FRES will be responsible for the delivery to, security at and removal from the shelters of all such equipment and supplies.
- d. FRES will provide all necessary pharmaceuticals, medical supplies and equipment, including delivery to, security at and removal from the shelters. FRES will arrange for the removal any regulated medical waste that may be generated during the use of the shelters.
- e. FRES will arrange for the relocation of existing furniture in facilities to be used as shelters upon the request of the College to another location on the premises designated by the College prior to and after such use.
- f. FRES will vacate any classrooms used as shelters no later than seven (7) days after the declaration of an emergency. FRES will vacate all other rooms used as shelters no later than fourteen (14) days after the declaration of an emergency, unless the College authorizes, in writing, a longer stay.
- g. After vacating the shelters, FRES will restore the facilities to the same or better condition than they were at the time FRES began its use of the facilities. This restoration shall include cleaning, repair (if necessary) and the return of any furniture removed. FRES shall bear all costs incurred for cleaning, repair and/or restoration.
- h. FRES will pay reasonable and necessary payroll costs arising out of and in connection with the terms of this Agreement by the College for College employees, including but not limited to security, custodial and facilities staff, who provide the County with assistance in maintaining the shelters during the use of such shelters. Such reimbursement will be made on a case by

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case basis after the parties agree in writing on the amount of reimbursement to the College for costs incurred and subject to and in accordance with the terms of Exhibit B.

**7. Notices**

**a. Notice of Declared State of Emergency**

While best efforts will be made by the County to provide written notice to the College of a declaration of a state of emergency, the parties understand that the unpredictable nature of disasters may prevent such formal notification. In the event that such notification is not possible, notification by telephone or messenger or other reasonable means to the individual(s) listed below will serve as adequate notice.

Dr. Shaun L. Mckay, President  
Suffolk County Community College  
533 College Road, NFL 237  
Selden, New York 11784

**b. All Other Notices**

All other notices shall be in writing and shall be given to the County as set forth in Paragraph 18, Exhibit B, entitled General Terms and Conditions. Notification to the College shall be made to:

Dr. Shaun L. Mckay, President  
Suffolk County Community College  
533 College Road, NFL 237  
Selden, New York 11784

With an additional copy to:

Louis J. Petrizzo  
College General Counsel  
Suffolk County Community College  
533 College Road, NFL 230  
Selden, New York 11784

- c.** Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

**End of text for Exhibit A**

## Exhibit B

### General Terms and Conditions

1. **General Payment Terms:** In the event that any payments become due to the College under this agreement, the College shall prepare and present a claim form supplied by the County and approved for payment by the County ("Suffolk County Payment Voucher"). The charges payable to College under this Agreement are exclusive of federal, state and local taxes, the County being a municipality exempt from payment of such taxes. The acceptance by the College of full payment of all billings made on the final approved Suffolk County Payment Voucher under this Agreement shall operate as and shall be a release to the County from all claims and liability to the College, its successors, legal representatives and assigns, for services rendered under this Agreement.
2. **Payment of Claims:** The County agrees to pay the College for Services provided and costs incurred pursuant to this Agreement, upon receipt of claims in such form and at such times as directed by the County and after audit and approval by the County. Claims shall be documented by sufficient, competent and evidential matter. Payment under this Agreement shall not duplicate payment from any other source(s) for College costs and services funded pursuant to this Agreement. Payment by the County shall be made after approval by the Comptroller of the County of Suffolk. No claims shall be payable until the College complies with all requirements in this Agreement that should have been complied with on or before submission of such claims and also submits evaluative and such other data in the manner and form as shall be required and accepted by the Department, County, State or Federal Government. Late submission of claims, which precludes the Department from claiming State or Federal reimbursement, will not be honored.
3. **Agreement Subject to Appropriation of Funds:** This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof by the Suffolk County Legislature, and no liability shall be incurred by the County under this Agreement beyond the amount of funds appropriated by the Legislature for the Services covered by this Agreement. Notwithstanding the foregoing, after the happening of a disaster, as declared by the County Executive pursuant to Article 2-B of the New York State Executive Law, and after goods or services are delivered to and used by the County pursuant to the terms and conditions of this agreement, the County Executive shall introduce, to the Suffolk County Legislature, the necessary appropriating resolution for funding for the payment of goods or services so used by the County that reasonably and necessarily arise under the terms of this agreement.
4. **Payments Contingent upon State/Federal Funding:** Payments under this Agreement are subject to and contingent upon continued funding by the State and/or Federal Government(s). If, for any reason, the full amount of such funding is not made available to the County, this Agreement may be terminated in whole or in part, or the amount payable to the Contractor may be reduced, at the discretion of the Department, provided that any such termination or reduction shall not apply to allowable costs incurred by the Contractor prior to such termination or reduction to the extent that funds are available to the Department for payment of such costs.
5. **Audit Requirements:** All payments, if any, made under this Agreement are subject to audit by the Suffolk County Comptroller pursuant to Article V of the Suffolk County Charter. If the Contractor fails to cooperate with an audit by the Comptroller, the County shall have the right to suspend or partially withhold payments or require the repayment of amounts paid under this Agreement or under any other agreement between the parties until such cooperation is forthcoming. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Contractor shall repay the

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amount of such overpayment by check to the order of the Suffolk County Treasurer or shall submit a proposed plan of repayment to the Comptroller. If there is no response or if satisfactory repayments are not made, the County may recoup overpayments from any amounts due or becoming due to the Contractor from the County under this Agreement or otherwise. The provisions of this paragraph shall survive the expiration or termination of the Agreement.

- 6. Living Wage Law:** This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

**Required Forms:**

Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)."

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit."

**7. Use of County Resources to Interfere with Collective Bargaining Activities**

It shall be the duty of the College to read, become familiar with, and comply with the requirements of Article I of Chapter 803 of the Suffolk County Code.

The College (as defined by section 803-2) shall comply with all requirements of Chapter 803 of the Suffolk County Code, including the following prohibitions:

- a. The College shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the College for any costs incurred to assist, promote, or deter union organizing.
- c. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If the Services are performed on County property, the College must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement. If the Services are for the provision of human services and are not to be performed on County property, the College must adopt, at the least, a neutrality agreement.

Under the provisions of Chapter 803, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

**Required Form:**

Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration - Subject to Audit."

- 8. Gratuities:** It shall be the duty of the College to read, become familiar with, and comply with the requirements of Chapter 664 of the Suffolk County Code.



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The College represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

- 9. Prohibition Against Contracting with Corporations that Reincorporate Overseas:** It shall be the duty of the College to read, become familiar with, and comply with the requirements of sections A4-13 and A4-14 of Article IV of the Suffolk County Code.

The College represents that it is in compliance with sections A4-13 and A4-14 of Article IV of the Suffolk County Code. Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

- 10. Child Sexual Abuse Reporting Policy:** It shall be the duty of the College to read, become familiar with, and comply with the requirements of Article II of Chapter 880 of the Suffolk County Code.

The College shall comply with Article II of Chapter 880, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of the Agreement with regard to child sexual abuse reporting policy.

- 11. Non Responsible Bidder:** It shall be the duty of the College to read, become familiar with, and comply with the requirements of Article II of Chapter 189 of the Suffolk County Code.

Upon signing the Agreement, the College certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under section 189-5 of the Suffolk County Code under "Nonresponsible Bidder."

- 12. Suffolk County Local Laws Website Address:** Suffolk County Local Laws, Rules and Regulations can be accessed on the homepage of the Suffolk County Legislature.

- 13. Indemnification:** The County agrees that it shall protect, indemnify and hold harmless the College and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of the County in connection with the services described or referred to in this Agreement. The County shall defend the College and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the College's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the County, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

- 14. Severability:** It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

- 15. Set-Off Rights:** The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold, for the purposes of set-off, any moneys due to the Contractor under this contract up to any amounts due and owing to the County with regard to this contract and/or any other contract with any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the County agency, its representatives, or the County Comptroller, and only after legal consultation with the County Attorney.
- 16. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County, New York or the United States District Court for the Eastern District of New York or, if appropriate, a court of inferior jurisdiction in Suffolk County.
- 17. No Intended Third Party Beneficiaries:** This Agreement is entered into solely for the benefit of County and Contractor. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.
- 18. Notices Relating to Payments, Insurance or Other Submissions:** For the Department: By Registered or Certified Mail in Postpaid Envelope or by Nationally Recognized Courier Service or by personal delivery to Fire Rescue and Emergency Services, Yaphank Avenue, Yaphank, New York 11980 Att. Joseph Williams, Commissioner of Fire Rescue and Emergency Services, and For the College: By Registered or Certified Mail in Postpaid Envelope or by Nationally Recognized Courier Service or by personal delivery to the contact person set forth in Paragraph 6.b. of Exhibit A, entitled "Specific Terms and Conditions."
- 19. Notices Relating to Indemnification and Termination:** Unless otherwise expressly provided herein, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to the Contractor at the address on page 1 of the Contract and 2.) to the County at the Department, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the Contractor relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788-0099, and For College: By Registered or Certified Mail in Postpaid Envelope or by Nationally Recognized Courier Service or by personal delivery to the contact person set forth in Paragraph 6.b. of Exhibit A, entitled "Specific Terms and Conditions."

**End of text of Exhibit B**

**Exhibit C  
Facilities to be Used as Shelters**

**End of text of Exhibit C**



<u>LOCATION</u>	<u>BUILDING</u>	<u>USE</u>	<u>CAPACITY</u>	<u>FLOOR</u>	<u>ROOMS</u>	<u>SEATING</u>	<u>P LOT</u>
BRENTWOOD	MULTI-PURPOSE	SPECIAL NEEDS	161	1 A-wing	A113, A114, A115, A122, A123, A124		5
		GEN. POP.	241	2 A-wing	A213, A214, A215, A221, A222, A223		5
		GEN. POP.	386	3 A-wing	A312, A315, A322, A324, A327		5
		DISASTER RECOVERY CTR					
		NURSE TRAINING	2817	GYM	A332, A334	LECTURE	5
		ROOMS AS TRIAGE		2nd flr			
BRENTWOOD	PAUMANOKE	PETS & OWNERS		1ST	VETERINARY ROOMS		5
		GEN. POP.		1ST	116		5
BRENTWOOD	SAGTIKOS	GEN. POP.	33	1ST	123	THEATRE	2
		GEN. POP.		2ND	253,254,255,256,259		2
BRENTWOOD	CAPTREE	FOOD SERVICE	0	1ST	FOOD SERVICE FOR CAMPUS		MAIN
BRENTWOOD	SCPD ACAD.	1st RESPONDER	533	1 F-wing	F101, F102		5
		1st RESPONDER	313	2 F-wing	F203, F205, F208, F209, F228, F229		5
		1st RESPONDER	286	3 F-wing	F304, F306, F307, F324, F325, F326		5

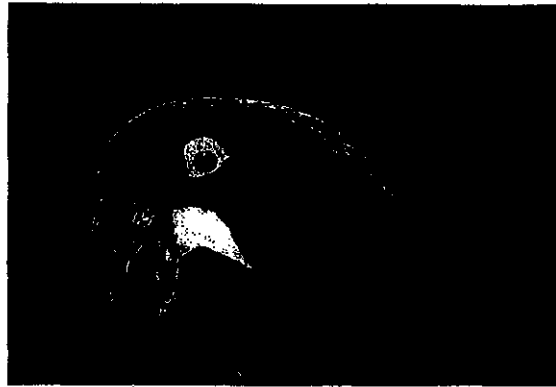


**Exhibit D  
Suffolk County Society for the Prevention of Cruelty to Animals  
Pet Friendly Sheltering Plan**

**End of text of Exhibit D**

EXHIBIT D

# Suffolk County Society for the Prevention of Cruelty to Animals



## Pet Friendly Sheltering Plan

JULY 2006 (rev.)



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## **Introduction**

There are numerous challenges developing shelters for both humans and pets which can only be solved by creative ideas and innovative programs. This modest plan has been developed for the operation of a bird, cat and dog friendly shelter for Suffolk County. It is an adaptation created through investigating industry standards for pet friendly shelter programs in other counties, and states as well as ongoing experience.

This plan outlines the pet friendly shelter operation associated with companion pets in Suffolk County, New York.

## **Acknowledgements**

This document was developed through the collaborative efforts of individuals from various disciplines and backgrounds. Listed below in alphabetical order are the workgroup members:

### **Suffolk County SPCA**

### **Suffolk County Fire, Rescue, and Emergency Services**

**We would also like to acknowledge the assistance of the Suffolk County Attorney's Office.**

## **Definitions**

**Companion animal:** Licensed domestic dog, cat, or bird

**Domestic pet:** Licensed dog, cat, or bird

**Exotic animal:** Reptile, hamster, ferret, snake, spiders, etc...

**Farm Animal:** Poultry, cattle, sheep, swine, goats, llamas, horses, fur bearing animals

**Approved cage, crate or kennel:** Hardened carrier similar to air flight requirements

**Pet Friendly Shelter:** A human shelter with separate designated areas that can shelter pets in humane conditions.

**Emergency Animal Housing Shelter/Facilities:** Separate facilities from the human shelters for sheltering animals in humane conditions.

**SPCA:** The Suffolk County Society for the Prevention of Cruelty to Animals

**FRES:** Suffolk County Department of Fire, Rescue, and Emergency Services.

**NIMS:** National Incident Management System. A national standardized emergency management system for responses to emergencies and disasters which has been adopted by the County of Suffolk and the SPCA.

**EOC:** Emergency Operations Center

**County:** County of Suffolk

**ICS:** Incident Command System

**CART:** County Animal Response Team. A group of trained volunteers, working under the guidance of the SPCA and FRES, who assist with a wide range of pet related issues during emergencies.

### **Assumptions**

- Suffolk County SPCA will direct and control all activities related to animal protection and control during an emergency.
- This plan will be adopted as an addendum of the Suffolk County SPCA Comprehensive Emergency Response Plan. The Concept of Operations and Alert Notifications of the SPCA CEMP will be followed.
- The Suffolk County SPCA Emergency Manager will be assigned to the county EOC to insure integration of activities.
- Support agencies include State Animal Response Team (SART), Suffolk County Animal Response Team (CART), Suffolk County Fire, Rescue, & Emergency Services (FRES), and other related groups.
- Any emergency resulting in evacuation of residents to a shelter will result in companion pet issues.
- The protection of companion pets is the responsibility of their owner.
- The County of Suffolk does not guarantee that the SPCA will recover its costs expended in response to an emergency during which sheltering services are provided.

### **Purpose**

To control, and support the humane care, treatment, and sheltering of companion pets during an emergency situation resulting from a natural or man-made disaster. The responsibility for safety and sheltering of a companion pet lies with its owner. It is not the responsibility of government, or any other organization, whether public or private to care for a companion pet during an emergency.

### **Concept of Operations**

The Suffolk County SPCA is the lead agency for situation assessment and determination of resource needs. The Suffolk County SPCA shall be responsible for the staffing, logistical support, operations, and financing of a Pet Friendly Shelter, in accordance with the principles set forth in the National Incident Management System (NIMS), under the direction of SCFRES. As needed, the County will support the protection of companion pets affected by an emergency to include rescue, sheltering,

control, feeding and preventative immunization of animals left homeless, lost or strayed as a result of an emergency. Requests for animal protection assistance and resources will be routed through Suffolk County Emergency Operation Center. Shelters have been established in an effort to assist evacuated residents with their companion pets. The Suffolk County SPCA is included in the emergency organizational structure of the County, and works closely with Suffolk County Fire, Rescue, & Emergency Services to provide shelter care, pursuant to this plan.



## CHECKLIST FOR DISASTER PREPAREDNESS FOR PETS

Do you have the following items ready?

- Your written family disaster plan
- Disaster preparedness kit
- Crate and bedding
- Food, water, manual can opener, and dishes
- Plastic bags, paper towels, newspaper (when shredded, can be used as cat litter), disinfectant
- Collar, leash, harnesses
- Muzzles, gauze rolls
- Identification tags
- Current medical and vaccination records
- Extra bottles of daily medications or copies of prescriptions with current expiration date
- Current photos
- Pet comfort items: towels, blankets, toys
- A list of hotels, motels and boarding kennels that accept pets
- Detailed instructions for animal care and rescue workers
- First aid kit
- Flashlights, batteries
- Copies of health certificates
- Out-of-state telephone contact
- Flat tire repair kit

## **ACCEPTABLE ANIMALS AT THE PET FRIENDLY SHELTER**

### **DOGS**

#### **NO AGGRESSIVE OR UNPREDICTABLE BEHAVIORS**

(any dog that growls or shows any aggressive tendencies will be turned away from the shelter immediately)

### **CATS**

(no feral or wild trapped)

#### **ONLY DOMESTIC BREEDS**

### **BIRDS**

ONLY IN OWN CAGE

MUST REMAIN IN CAGE AT ALL TIMES

**No exotics, small mammals, ferrets, hamsters, guinea pigs, rabbits, pocket pets, spiders, fish, or farm animals. Owners of these animals should have their own plans in place to accommodate these animals. Suffolk County SPCA does not have the facilities to take care of these types of animals.**

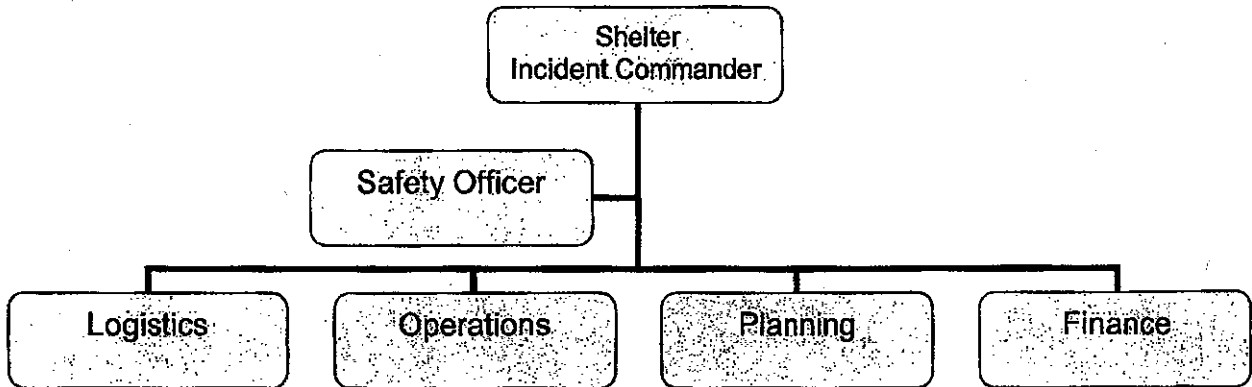
### **NO REPTILES**

### **NO AGGRESSIVE ANIMALS**



# National Incident Management System Flow Chart

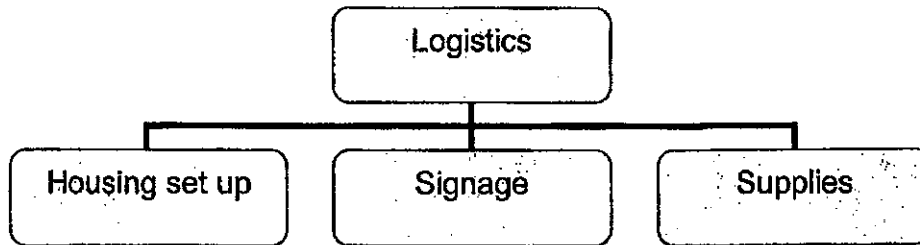
## Suffolk County FRES SPCA Command



Responsible for overall operations.

1. Submission of ICS 214 on a scheduled frequency to EOC.

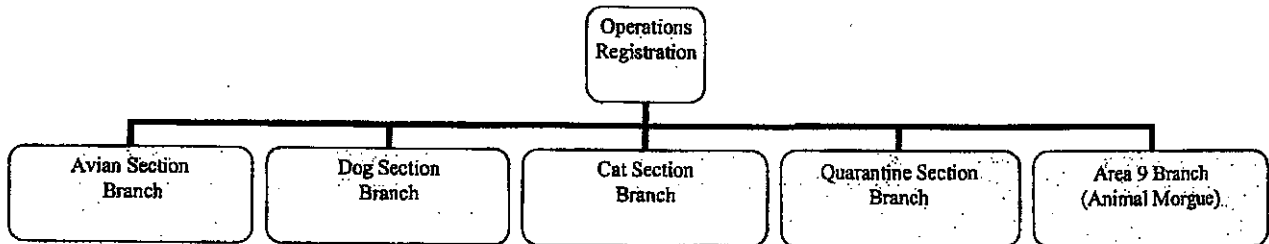
## Logistics



Responsible for overall logistical support of cat and dog friendly shelter component.

1. Set up signage and registration location at designated shelter.
2. Evaluate building facilities and report conditions.
3. Inventory supplies and report on needs and surplus.
4. Set up fans, trash cans, and other necessity supplies.
5. Stage additional support supplies including disinfectant, refrigerators, first aid, etc....

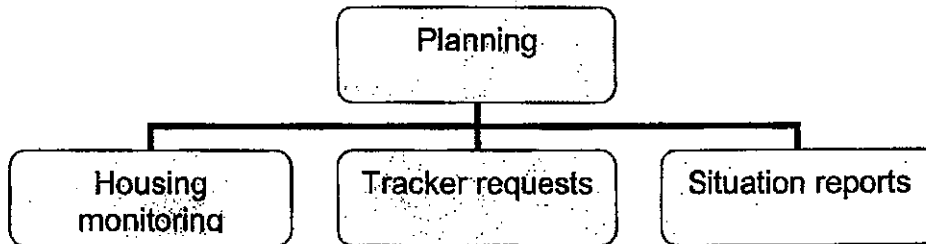
# Operations



Responsible for the operation of registration and pet section branches.

1. Register evacuees and their cat / dog / bird using associated forms.
2. Take picture of animal with owner.
3. Make photocopy of owners driver's license or resident ID card for file.
4. Distribute animal collar, owner wrist band and associated stickers (as necessary).
5. Direct owner to appropriate branch (section) area.

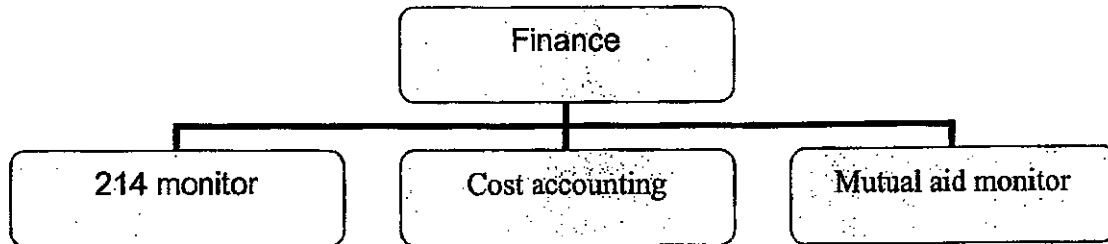
## Planning



Responsible for developing Incident Action Plans

1. Work with operations and logistics to develop Incident Action Plans for next operational period.
2. Assist the Incident Commander with developing Tracker request to the EOC.

## Finance



Responsible for monitoring costs and mutual aid response.

1. Monitor tracker requests for cost implications.
2. Monitor volunteer hours.
3. Maintain cost accounting for supplies and other materials procured before, during and after the event.
4. Monitor damages for storm related, evacuee related and bird/cat/dog/owner related.
5. Submit financial summary to Incident Commander on scheduled frequency.

## Set Up

- A. Building – to use prior to use of facility, check:
1. Water and power;
  2. Adequate lighting;
  3. Ingress and egress through all doors;
  4. Readily available fire extinguishers (tagged within the last 12 months);
  5. Functionality of restrooms.
- B. Registration area:
- Located near a strategic entry point for segregating “people” shelter from “pet” shelter;
  - Triage – this is where pets and their owners register; Picture will be taken with animal and owner;
  - Owner is wrist banded to signify authorization into pet area; Only one (1) wrist band per family.
- C. Pet housing locations:
- Dogs
  - Cats
  - Avian
  - Animals in heat will be isolated from the general population of animals.
  - Focus on keeping animals facing away from each other.
  - Monitor for aggressiveness and relocate as necessary.
- D. Volunteer registration desk:
1. Registration for volunteers willing to assist and support agencies and organizations with various tasks
- Volunteers must be qualified by education and or experience for the duties they are being requested for.
- E. Cleaning operations:
1. Surface areas will be disinfected and sanitized with a solution suitable for antibacterial / antiviral situations.

2. Disinfectant clean up wipes for hands of all involved or other appropriate hand sanitizer.
3. Trash cans to handle animal waste with liner of at least 3mil thick or greater.
4. Disposable cleaning cloths (or high grade paper towels) for clean up activities.

**TAKE DOWN:**

- ✓ Remove all cages from the area
- ✓ Disinfect and hose out
- ✓ Stack and reload trailer
- ✓ Roll up carpet runners
- ✓ Remove garbage
- ✓ Roll up plastic
- ✓ Empty building, mop floors, wipe down walls and deodorize

**Personnel Required: 12-16 (8 SPCA Peace Officers & 8 Animal Care Assistants) per Shelter**

**(Scheduled and spontaneous volunteers will be utilized as needed)**

## **Equipment & Supplies**

There are a number of supplies and materials necessary to support a pet friendly shelter. The below list of equipment and supplies are outlined by locations.

### **Registration area**

1. Radio's (walkie-talkie)
2. Cell phone
3. Digital or camera and film
4. Pens, markers, pads
5. Note pads
6. 4 x 6 cards
7. Duct tape
8. Table and chairs
9. Signage
10. Avery labels, plain white
11. Avery labels assorted colors preprinted (intact male, intact female, in heat, geriatric, people aggressive, animal aggressive)
12. Color wrist bands for registered owners
13. Portable fans for kennel areas
14. Refrigerators for can foods
15. Flea spray
16. Rabies catch pole
17. Sharpie markers
18. Micro scanner
19. Easel stands for signage

### **Dog shelter room**

1. Muzzles various sizes
2. Carriers of various sizes
3. Can openers
4. Spray bottles
5. Hand disinfectant
6. Paper towels
7. Heavy duty plastic bags
8. Mops, buckets, sponges
9. Table and chair
10. Human first aid kit
11. Animal first aid kit
12. Leashes, collars and harnesses
13. Quality rope
14. Signage
15. Water
16. Assorted foods
17. Blankets and towels



### **Cat shelter room**

1. Heavy gauntlets / cat gloves(welder gloves are acceptable as an alternative)
2. Carriers of various sizes
3. Can openers
4. Spray bottles
5. Hand disinfectant
6. Paper towels
7. Heavy duty plastic bags
8. Mops, buckets, sponges
9. Table and chair
10. Human first aid kit
11. Animal first aid kit
12. Leashes, collars and harnesses
13. Quality rope
14. Litter and pans
15. Signage
16. Water
17. Assorted foods
18. Blankets and towels
19. Cat litter and disposable pans

### **Bird shelter room**

1. Heavy gauntlets / bird gloves(welder gloves are acceptable as an alternative)
2. Carriers of various sizes
3. Can openers
4. Spray bottles
5. Hand disinfectant
6. Paper towels
7. Heavy duty plastic bags
8. Mops, buckets, sponges
9. Table and chair
10. Human first aid kit
11. Animal first aid kit
12. Shavings and pans
13. signage
14. Water
15. Assorted foods
16. Blankets and towels
17. Newspaper and disposable pans




**Shelter openings may vary with each emergency. Stay tuned to local media for a listing of which shelters will be opened for an event. Do not go to the shelter until local officials announce through the media that the shelter is open. Shelter openings will differ by size and intensity of a disaster.**

**Suffolk County phases in shelter openings when an emergency threatens our community. We use a geographically, tiered approach in order to effectively and efficiently manage disaster resources, and to keep pace with the public safety demand. As tier #1 opens, tier #2 is placed on stand-by. The remaining tiers are opened as each tier begins to reach capacity. As shelters open or reach capacity the most current information will be made available to the news media.**

## **Pet Owner Rules**

Below outlines the basic responsibilities of residents caring for their animal. Please review and be prepared to take your part.

1. You must report to the designated registration location with your cat, dog, or bird prior to the impact of the storm.
2. You must have identification with you and on your bird, cat, or dog and animal cage at all times (see attached pet care outline).
3. You must provide the appropriate cage for your pet.
4. You must provide written proof of current Rabies and Distemper vaccinations.
5. There are designated "living areas" for residents and designated "living areas" for birds, cats, and dogs. Residents may NOT bring their pet to the "residents living areas".
6. Owners agree to feed, water, sanitize and exercise their bird, cat, or dog on a scheduled frequency of no less than twice daily.
7. Owners will not permit other shelter occupants to handle or approach their pet(s), unless prior arrangements have been approved. Cage doors will be latched and secured with wire or rope.
8. Owner shall permit their pet(s) to be examined to determine if medical or stress conditions are present and require attention. Owner also agrees to the administration of medication to alleviate any symptoms at their own expense.
9. Owner agrees that if their pet(s) become unruly, aggressive, show signs of contagious disease, is infected by parasites (fleas, ticks, lice, etc...) the pet(s) may be removed to an isolated quarantine location.
10. Owner acknowledges that failure to follow these rules may result in their removal and of their animal(s).
11. Owner acknowledges that any decision concerning the care and welfare of their pet(s) and the shelter population as a whole are within the sole discretion of the Suffolk County SPCA or designee – whose decisions are final.
12. After the storm, any pet found abandoned or without owner in the shelter, will result in the animal being relocated to the local municipal animal shelter with final disposition left to the discretion of Suffolk County SPCA. Owners may incur a daily fee if their pet is not claimed when the emergency is declared over.

## Letter to Owners Regarding Pet Care

Suffolk County recognizes that in many instances, pets are considered part of the family. The Suffolk County SPCA has developed a modest plan to support residents with their domestic companion pet.

Should you have an exotic animal or require medical care or sheltering for other than a companion bird, cat, or dog, the veterinarian centers in Suffolk County have networked themselves together to support needs of animal owners (LIVMA). We recommend you contact your primary veterinarian who can work with you on options before the event.

### **Exotic animals are not permitted in a Suffolk County Pet Friendly Shelter.**

Companion pet owners who seek bird, cat, or dog sheltering in designated pet friendly shelters must bring with them:

- Written proof of vaccinations from your veterinarian during the past 12 months;
- Proper ID collar and up to date rabies tag;
- Proper ID on all belongings;
- Carrier or cage of sufficient size for the animal to stand, stretch and turn around;
- Leash, harness, and muzzle
- Ample food supply;
- Ample water supply;
- Water/food bowls;
- Any necessary medication(s);
- Newspapers, plastic disposable gloves and trash bags for handling waste;
- Favorite toy;
- Cages will have the owner's name and address, pet name and other pertinent information labeled clearly and securely on the cage.
- Water, food and medicines are the owners responsibility;

Important telephone numbers:

- **Suffolk County SPCA.** (631) 382-7722
- **Suffolk County FRES:** (631) 852-4900
- Your veterinarian office:

## **Pet Sheltering**

### **Dogs:**

- The owner is responsible for providing a kennel or cage large enough for pet to stand up, turn around comfortably and room for food, and water;
- Dogs shall be walked at least twice a day for 20-minute intervals;
- The cages shall have prominently posted:
  - Owner's Name;
  - Pets Name;
  - Owner contact information (cell phone, pager, shelter sleeping location, etc...)
- Potable water shall be available at all times;
- Water container should be rust proof, cleaned daily and mounted so the animal can not tip it over or urinate in it;
- Self feeders if used should be mounted so dogs can not urinate or defecate in them;
- Bedding of blankets or towels must be used and in sufficient quantity readily available should soiling occur;
- Owner to supply newspapers, plastic disposable gloves and trash bags for owner to handle and remove waste;
- Medicines, food, and water should be in sufficient quantity to support your animal.

### **Cats:**

- The owner is responsible for providing a cage large enough for pet to stand up, turn around comfortably and room for food, water and litter;
- Cat cages shall be serviced (cleaned) at least twice a day;
- The cage shall have prominently posted:
  - Owner's Name;
  - Pets name;
  - Owner's contact information (cell phone, pager, shelter sleeping location, etc...)
- Cat litter and pan must be provided in each cage;
- Water and dry food should be available at all times;
- Bedding of blankets or towels must be used and sufficient quantity readily available should soiling occur;
- Medicines, food, and water should be in sufficient quantity to support your pet.

## Birds:

The care of birds in disasters requires special consideration. Following are some recommendations.

- Make sure you bring a sufficient water supply
- Store water away from sunlight.
- Aviculturists should have enough carriers on hand to evacuate all birds. Many birds will run into their nest boxes during a crisis. Nest boxes should be equipped with quick-release latches and a hinge-type cover over the entrance to enable you to remove the nest box and use it as a pet carrier.
- If vaccinations are appropriate for your bird, be sure they are up-to-date. Consult your veterinarian to learn which vaccinations are appropriate.
- Birds should be tested and free of psittacosis and tuberculosis. These are serious diseases and are transmissible to many other animals and people.
- Check your bird for injury and exposure to chemicals. If you have any concerns about the health of your birds, speak with the shelter veterinarian. If you think or know that your bird has been exposed to chemicals it must be segregated from other animals in the shelter.
- Many avian and exotic will show signs of disease (respiratory, gastrointestinal, etc.) several days after a stressful episode. This is very common in birds. Any bird showing signs of lethargy, loss of appetite, depression or injury should be evaluated by the veterinarian. If the animal is bleeding, apply direct pressure with a small piece of cotton cloth until you can get help. Do not remove the cloth as this may start the bleeding again.
- Once the bird has been settled into the shelter, do not remove your bird from its cage. When birds are frightened, they may become aggressive or fly away.
- If electricity is available, many birds benefit from having a heating pad under their cage in times of stress. Blankets placed over the cage can also minimize stress.
- The owner is responsible for providing a cage large enough for the type of bird
- Bird cages shall be serviced (cleaned) at least twice a day;
- The cage shall have prominently posted:
  - Owner's Name;
  - Pets name;
  - Owner's contact information (cell phone, pager, shelter sleeping location, etc...)
- Water and food should be available at all times;
- Proper bedding must be provided by owner and used in sufficient quantity readily available should soiling occur;
- Medicines, food, and water should be in sufficient quantity to support your pet.

## **Rules for the Operation of the Pet Area**

- The responsibility of caring for the pet rests with the owner, however, access is restricted. One family member (over the age of sixteen years) may visit the pet for twenty minutes during visiting hours to feed, water, walk and clean up after the pet. Visiting hours are as follows:

### **Morning Visiting Hours**

- 7:00 – 7:20 AM (Owners with last names ending in A-D)
- 7:20 – 7:40 AM (Owners with last names ending in E-H)
- 7:40 – 8:00 AM (Owners with last names ending in I-L)
- 8:00 – 8:20 AM (Owners with last names ending in M-P)
- 8:20 – 8:40 AM (Owners with last names ending in Q-T)
- 8:40 – 9:00 AM (Owners with last names ending in T-Z)

### **Afternoon Visiting Hours**

- 3:00 – 3:20 PM (Owners with last names ending in A-D)
- 3:20 – 3:40 PM (Owners with last names ending in E-H)
- 3:40 – 4:00 PM (Owners with last names ending in I-L)
- 4:00 – 4:20 PM (Owners with last names ending in M-P)
- 4:20 – 5:40 PM (Owners with last names ending in Q-T)
- 5:40 – 6:00 PM (Owners with last names ending in T-Z)

### **Evening Visiting Hours**

- 7:00 – 7:20 PM (Owners with last names ending in A-D)
- 7:20 – 7:40 PM (Owners with last names ending in E-H)
- 7:40 – 8:00 PM (Owners with last names ending in I-L)
- 8:00 – 8:20 PM (Owners with last names ending in M-P)
- 8:20 – 8:40 PM (Owners with last names ending in Q-T)
- 8:40 – 9:00 PM (Owners with last names ending in T-Z)

- No person under the age of sixteen will be permitted in the animal area at any time.
- An SPCA Officer or volunteer will be stationed at the entrance to the pet areas to provide control of visitors.
- No pet will be out of its cage without a leash.
- Each cage will have a plastic sleeve with a paper record for owners to note the times the pet was fed and walked to ensure that no animal is overlooked because its owner is unable to care for it.
- If a pet appears sick, is coughing or has diarrhea, notify the SPCA Officer or other volunteer.
- In the event a pet exhibits symptoms of illness, that animal will be isolated from the others as space permits.
- SPCA Personnel and volunteers will wear disposable rubber gloves at all times when handling animals and will change gloves after caring for one animal and before handling the next (to prevent the spread of disease, particularly ringworm).
- Contact between one animal and another (unless they live together under non-emergency conditions) should be limited. The SPCA Staff will enforce this in order to prevent fights and the spread of disease.
- When the emergency is over and pets are reunited with their owners, the SPCA Staff will check to make sure the right pet is leaving with the proper owner.



## Guidelines for Animal Health and Control of Disease Transmission in Pet Friendly Shelters

*These Guidelines have been developed by consultation between the American Veterinary Medical Association and the U.S. Centers for Disease Control and Prevention and are advisory in nature. They are intended to provide guidance for the care of companion pets entering shelters and for persons working with or handling the pets in Shelters.*

Pets arriving at shelters as a result of hurricanes or other disasters need special care. Because they have been exposed to contaminated flood waters and have not had access to safe food and fresh water, many are stressed and dehydrated and some may be injured and/or ill. Stressed animals may or may not show signs of illness and may also exhibit behavioral disorders. Following some simple animal management and disease control guidelines can help improve animal health and reduce the risk of disease transmission and injury between animals and people.

### Animal Health History, Examinations and Identification

- Each pet should be examined at a triage site. Particular attention should be paid to hydration status, cuts and abrasions, paw health (e.g., pads and claws, area between toes), ear health (e.g., redness, discharge), oral injuries (may have occurred if animal was foraging for food), vomiting and/or diarrhea, respiratory disease, and evidence of parasite infestation.
- Pets should be bathed upon entry, particularly if they may have been in contact with contaminated flood water. Dawn™ dish soap can remove petroleum and some other toxic chemicals. The bather should wear protective clothing (e.g. rain suits or ponchos), gloves, and a face shield or goggles with a surgical mask to avoid mucous membrane contact with droplets and splashes that may contain toxic materials.
- Intake personnel should ask whether the pet has been in the custody of the owner since the beginning of the evacuation, and should inquire about the pet's health and vaccination history, paying particular attention to any current medical needs or chronic health problems (e.g., diabetes, which would signal a need for insulin injections). In addition, owners should be questioned about the animal's usual temperament (e.g., whether the pet can safely be housed with others of the same species, might it be aggressive toward caretakers).
- A health record for each individual pet should be created and updated as needed. Identification information for the pet should correspond to that for the owner, so that animals and their owners can be reunited. Owned animals should be clearly marked as "owned" and not "abandoned" to reduce the risk of mix-ups. Photographs should be taken, if possible. A collar (leather or nylon, not a choke chain) containing readily legible identification information should be placed on all animals. Ideally, all companion pets should be micro chipped.
- Cages should be clearly labeled so that newly arriving personnel are easily apprised of the health status and temperament of sheltered pets.
- Pets should be scanned for microchip identification. Microchips are most often placed between the shoulder blades, but earlier models were prone to migration, so animals should be scanned from the shoulder blade down to the ventral chest. All scanners are not capable of reading all microchips, so if multiple types of scanners are available, scan with each type before declaring an animal to be microchip-free. Pets without microchips should be checked for other forms of identification such as an identification tag or a tattoo (for dogs this may be

the AKC registration number) and this information should be used to trace the animal, if possible.

## Animal Health Management and Prevention and Treatment of Zoonotic and Nosocomial Diseases

### Intestinal Parasitism

- Dogs should be treated prophylactically for internal parasites including *Giardia*, roundworms, hookworms, and whipworms.
- Exposure to mosquitoes in flood-ravaged areas presents an increased risk of heartworm disease. If possible, dogs should be tested for heartworms and appropriate preventatives or treatment administered.

### External Parasitism

- Dogs and cats should be examined for flea or tick infestation, and treated appropriately.
- Preventive flea and tick treatments should be considered for all dogs and cats housed in shelters.

### Vaccinations

While the American Veterinary Medical Association normally recommends that vaccination programs be customized to individual animals, in disaster situations vaccination status may be difficult, if not impossible, to determine. For this reason, administration of "core" vaccines to animals upon admission to shelters is considered appropriate. Vaccines take some time to become effective and will not address pre-existing exposures, so personnel are cautioned to be alert for clinical signs of disease.

- A rabies vaccination should be administered to dogs and cats. This is especially important for dogs and cats housed in group settings. Personnel should be aware that rabies vaccines may take as long as 28 days to become protective.
- Additional core vaccinations for dogs include distemper, hepatitis, parvovirus and parainfluenza.
- Additional core vaccinations for cats include feline viral rhinotracheitis, panleukopenia and calicivirus. Feline leukemia vaccine should be considered for young kittens that will be housed in close proximity to other cats.
- Vaccination (intranasal) against *Bordetella bronchisepta* should be considered for all dogs and cats to reduce the incidence of kennel cough.
  
- Because leptospirosis risk is higher in flood-ravaged areas and because the disease is zoonotic, vaccination should be considered. Personnel are cautioned that leptospirosis vaccines are serovar-specific, and that the potential for adverse reactions may be higher than for some other vaccines.

### Diarrheal Disease

- Pets presenting with (or developing) diarrhea should be separated from healthy animals (see "Facilities Management").
- Nosocomial agents of concern that may be transmitted by feces include parvovirus, *Giardia*, and intestinal parasites.
- Zoonotic agents of concern for small animals include *Cryptosporidia*, *Campylobacter* and *Salmonella*, which are highly infectious and have been associated with outbreaks in shelters and veterinary clinics.

### Behavioral Concerns

- Fear, panic, separation anxiety, noise and storm phobias, and other behavioral disorders are common problems in displaced pets. Animals that have never had these problems may develop them and pre-existing problems are likely to worsen.
- Providing housed animals with fresh food and water on a regular basis and establishing other familiar routines will assist pets in adjusting to their new environment. Food and water should be provided at multiple smaller and dispersed stations, rather than a few large clumped stations, to minimize fear, competition and fighting among unfamiliar animals.
- Animals without a prior history of aggression may snap, bite, growl or hiss as a result of fear or uncertainty. Shelter personnel should approach rescued animals calmly, but cautiously. Only experienced personnel should handle animals that exhibit significant behavioral disorders.

### Euthanasia

- Animals that are irreversibly ill or exhibiting intractable signs of aggression should be humanely euthanized.

### Personal Protection for Caretakers

- Wash hands with soap and water
  - Before and after handling each animal
  - After coming into contact with animal saliva, urine, feces or blood
  - After cleaning cages
  - Before eating meals, taking breaks, smoking or leaving the shelter
  - Before and after using the restroom.
- Wear gloves when handling sick or wounded animals.
- Wear gloves when cleaning cages.
- Consider use of goggles or face protection if splashes from contaminated surfaces may occur
- Bring a change of clothes to wear home at the end of the day.
- Bag and thoroughly clean clothes worn at the shelter.
- Do not allow rescued pets to "kiss" you or lick your face.
- Do not eat in pet care areas.
- Whenever possible, caretakers should have completed a 3-dose prophylactic vaccination series for rabies.
- No open-toed shoes

### Avoiding Bites and Scratches

- Use caution when approaching any animal that may be sick, wounded or stressed.
- If available use thick gloves, restraints or sedation to handle aggressive animals.
- If bitten or scratched, thoroughly wash wound with soap and water and seek medical care.
- Because the exposure histories of these animals are unknown, bites from dogs, and cats may be considered a risk for rabies, even if the animal appears healthy and has been vaccinated. Therefore, personnel who are bitten should be evaluated for rabies risk. Dogs, and cats that bite a person may be quarantined for 10 days and observed for signs of rabies. If an animal develops signs of rabies or dies during the 10-day period following the bite, it should be tested for rabies.

## Facility Management

### Separation of Animals

- Pets should not be housed or permitted in food or break areas.
- Separate newly arriving animals from animals that have been housed one week or longer.
- Pet Sheltering areas are off-limits to the general public.
- Pets of different species should not be housed together (ex, do not place a cat and a dog in the same cage)
- Avoid caging pets from different households together. If animals of the same species come into the shelter together and the owner requests that they be caged together, this should be allowed as it may decrease an animal's stress if it is housed with a companion. This should not be done if the owner indicates the animals do not get along with one another.
- If animals of unknown origin must be housed together, care should be taken to not mix genders for un-neutered animals.
- Routinely monitor animals for signs of illness. Separate sick animals from healthy animals, especially animals with diarrhea or signs of upper respiratory disease. If a separate room or area is not available, animals with diarrhea or signs of respiratory disease should be housed in bottom cages.
- People assigned to care for sick animals should care for those animals only, and should not move between sick and healthy animals.
- Limit contact of young children, the elderly, pregnant women and immuno-compromised people with rescue animals; particularly animals that are ill.

### Cleaning and Disposal

- Thoroughly clean and disinfect cages between animals.
- Remove and dispose of animal waste in a timely manner.
- Double bag and remove dead animals shortly after death. A log of animals that have died or have been humanely euthanized should be kept. This log should include animal identification and/or descriptive information for each animal.
- Identify an area separate from the shelter for carcass storage and disposal.
- Arrange for waste removal from the pet shelter.
- Pet friendly shelters should have adequate lighting, water and wastewater disposal.

### Environmental Security

- If at all possible, devise strategies to prevent wild rodents from mixing with shelter animals.
- Keep food supplies away from wild rodents.

## The Human-Animal Bond and the Well-Being of Pets and Owners

Separation of pets and owners is a difficult issue. Media coverage of disasters is replete with examples of people who refused to be evacuated from affected areas without some assurance that their pets would be saved and cared for as well. When people have lost everything, their pets can be an important source of emotional support. This is particularly true for those without family or a strong human social network. Removal of this last remnant of normality and comfort can be psychologically traumatic.

Despite the importance of the owner-pet relationship, limited availability of suitable housing, as well as animal and public health and safety concerns, will make housing pets in shelters or foster homes not only necessary, but in the best interest of most pets and their owners. Foster homes are an alternative that can provide some semblance of routine and reduce crowding and stress in shelters that might otherwise predispose animals to injury and disease.

All of the animal care professionals, SPCA personnel, and other volunteers share the concern that there will be pet loss of life resulting from a disaster. If this occurs while the pet is housed in a pet friendly shelter, every step will be taken to assist the pet's owner including staff sensitivity during the owner's bereavement. The deceased animal will be taken by SPCA personnel to the designated animal mortuary section (Area 10) and assist the owner with discharge and removal.

## Animal Bite Protocol

- ✓ Animal bites **MUST** be reported to the SPCA Officer on duty immediately
- ✓ The animal and person involved in the incident have to be identified
- ✓ Determine the rabies vaccination status of the person who has been bitten
- ✓ Direct the person bitten to a first aid facility: Inform the physician that you were bitten in an environment where *Clostridium tetani* prevalence might be unusually high.
- ✓ Label the animal's cage with the date of the bite and who was bitten.
- ✓ Notify the owner of the incident if they are available.
- ✓ The animal must remain under observation for 10 days (as determined by Animal Control).

## **Responsibilities of Volunteer Veterinarians**

### **Receiving Station**

**Observe all animals closely as they arrive** with their owners and handlers and are checked in. You will find that most pets arrive happy, healthy and alert although often a bit stressed and nervous.

**Talk to the owners** about their impression on how the animal is doing and any previous health issues. Determine the vaccination status and if there are any special needs.

Use your own judgment on such patients but realistically most of these will not require a full physical examination, which will only further stress them.

Things of most concern are as follows:

1. Indications of heat stress
2. Evidence of bite wounds and other injuries
3. Animals with major wounds or illnesses

### **Triage:**

1. Overly aggressive animals: These animals are not to be admitted to Pet Friendly Shelters.
2. Animals with major illness are sent for veterinary care at a local hospital.
3. Body temperature: In the heat of the day we are seeing 103.8 as a matter of course in otherwise healthy but excited animals. If the rectal temperature is  $> 103.8$  – send to the Triage Area or observation, otherwise just admit the animal to the facility.
4. Contagious disease: If you suspect contagious disease such as upper respiratory disease, the animal should be admitted to quarantine.

Have technicians apply flea control products and vaccinations if the history suggests they are needed.

**Records:** Establish a medical record sheet to record relevant abnormal findings and medications given.

**Remember:** This is a temporary Pet-Friendly Shelter, not an animal hospital, so we cannot take care of sick animals.

DATE ____/____/____	TIME AM [ ] PM [ ]	SHELTER LOCATION _____	NAME OF INTAKE PERSON _____	AGENCY _____
------------------------	-----------------------	---------------------------	--------------------------------	-----------------

**CLIENT INFORMATION**

Does evacuee speak English? Yes [ ] No [ ] Primary Language \_\_\_\_\_

**Owner's Name:**

First \_\_\_\_\_ Last \_\_\_\_\_

**If animal not brought in by owner:**

First \_\_\_\_\_ Last \_\_\_\_\_

**Other Accompanying Family Member(s)**

First \_\_\_\_\_ Last \_\_\_\_\_

Current Number ( ) \_\_\_\_\_ - \_\_\_\_\_

First \_\_\_\_\_ Last \_\_\_\_\_

Where was the animal found? \_\_\_\_\_

First \_\_\_\_\_ Last \_\_\_\_\_

When was the animal found? \_\_\_\_\_

**Contact Information:**

Shelter \_\_\_\_\_ Borough \_\_\_\_\_

Current Phone Number ( ) \_\_\_\_\_ - \_\_\_\_\_ Additional # ( ) \_\_\_\_\_ - \_\_\_\_\_

**Emergency Contact (out of Hurricane Evacuation Zone):**

First \_\_\_\_\_ Last \_\_\_\_\_ ( ) \_\_\_\_\_ - \_\_\_\_\_  
Phone Number

**PET INFORMATION**

Pet's Name \_\_\_\_\_ Age \_\_\_\_\_ Male [ ] Female [ ]

Animal type: Dog [ ] Cat [ ] Bird [ ]  
If dog, is dog licensed? Yes [ ] License Number \_\_\_\_\_ No [ ]

Breed \_\_\_\_\_ Color \_\_\_\_\_ Spayed/neutered: Yes [ ] No [ ]

Is animal microchipped? Yes [ ] Microchip # \_\_\_\_\_ Is microchip registered? Yes [ ] With whom \_\_\_\_\_  
No [ ] Microchip brand \_\_\_\_\_ No [ ]

Collar color \_\_\_\_\_  
Note any other identifying marks/features/tattoo \_\_\_\_\_

Vaccinations (list vaccinations and dates) \_\_\_\_\_

Is the animal aggressive? Yes [ ] No [ ]  
If yes, animal is aggressive towards (check all that apply):  
People [ ] Dogs [ ] Cats [ ] Food or resource guarder [ ] Other [ ] \_\_\_\_\_

List medications, reason for taking, and dosage \_\_\_\_\_

Veterinarian's name, contact number \_\_\_\_\_





**REGISTRATION AND PET FRIENDLY SHELTER AGREEMENT**

I, \_\_\_\_\_, understand that an emergency exists. I understand and agree to abide by the pet care rules contained in this Agreement and have explained them to any other family members accompanying me and my pet(s). I also acknowledge receipt of a copy of the **Rules for the Operation of the Pet Area** and agree to abide by them.

**My pet will remain in its approved carrier except at scheduled times. During scheduled relief time, my pet will be properly controlled with leash/ harness and muzzle (if necessary).**

1. I agree to properly feed, water and care for my pet.
2. I agree to properly sanitize the areas used by my pet, including proper waste disposal and disinfecting.
3. I certify that my pet is current on rabies and all other recommended vaccinations.
4. I will not permit my pet to have contact with any other animal while out of its carrier.
5. I will make sure that the carrier door is latched and secured.
6. My pet has been tab-banded for identification. I agree not to remove this identification band until after discharge from the shelter.
7. I understand that any decision concerning the care and welfare of my pet(s) and the shelter population as a whole are within the sole discretion of the Suffolk County SPCA, whose decisions are final. I certify that my pet has no prior history of aggressive behavior and has not been diagnosed with any contagious diseases for which it has not received successful treatment.
8. I understand that my pet may be exposed to diseases and other risks while being housed at the shelter, and therefore I will not hold the authorized agents of the Suffolk County SPCA, or the County of Suffolk responsible for the health or death of my animal.
9. I am responsible for any emergency care expenses incurred for the treatment of my pet as soon as possible.
10. I hereby release this facility, all shelter personnel, and all other agencies/personnel from responsibility and liability for any claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorney's fees arising out of the acts or omissions or the negligence in connection with the sheltering of my pet.

**I hereby agree to hold harmless all persons, organizations, corporations or government agencies involved in the care and sheltering of my pets(s). I further agree to indemnify any persons or entities which may have suffered any loss or damage as a result of the care and sheltering of my animal(s).**

**I understand that if I leave the shelter when the emergency is declared to be over, and I do not take my pet(s) with me, then it/they will be transferred to a local Animal Shelter and be held there for a maximum of five (5) days for disposition.**

I acknowledge that I have the following items:

Item	Provided by owner	Provided by SCSPCA
Secure cage		
Plastic sleeve for cage		
Paper for lining the carrier		
Pet food		
Water		
Food and water containers		
Plastic bags		
Muzzle (if needed)		
Litter box (if needed)		
Litter (if needed)		
Leash (if needed)		
Collar (if needed)		
Other (please describe)		

I acknowledge that the above items were loaned to me to provide proper care and confinement of my pet(s) and I agree to return them upon discharge of my pet(s) once the emergency is declared over.

**Please check and initial one of the two paragraphs below:**

\_\_\_\_\_ I am fluent in English, have read this consent form and fully understand it.

\_\_\_\_\_ This consent has been read to me by \_\_\_\_\_, a person who is fluent in my native language, which is \_\_\_\_\_, and I fully understand the consent.

\_\_\_\_\_  
SIGNED

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE +AREA CODE

## PET DISCHARGE FORM

DATE ____/____/____	TIME ____ AM [ ] PM [ ]	SHELTER _____	DISCHARGE PERSON _____	AGENCY _____
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### **CLIENT INFORMATION**

#### **Owner's Name:**

First \_\_\_\_\_ Last \_\_\_\_\_

### **PET INFORMATION**

Pet's Name \_\_\_\_\_ Age \_\_\_\_\_ Male [ ] Female [ ]

Pet type: Dog [ ] Cat [ ] Bird [ ] \_\_\_\_\_

Breed \_\_\_\_\_ Color \_\_\_\_\_

### **PRIOR TO DISCHARGE**

Items loaned to owner for care of pet(s) returned: \_\_\_\_\_

ID bracelet's checked? \_\_\_\_\_ (initial) Photographs checked and verified? \_\_\_\_\_ (initial)

**Please check and initial one of the two paragraphs below:**

\_\_\_\_\_ I am fluent in English, have read this consent form and fully understand it.

\_\_\_\_\_ This consent has been read to me by \_\_\_\_\_, a person who is fluent in my native language, which is \_\_\_\_\_, and I fully understand the consent.

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Date



## Appendix

### **768.13 Good Samaritan Act; immunity from civil liability.--**

(1) This act shall be known and cited as the "Good Samaritan Act."

(2)(a) Any person, including those licensed to practice medicine, who gratuitously and in good faith renders emergency care or treatment either in direct response to emergency situations related to and arising out of a public health emergency declared pursuant to s. 381.00315, a state of emergency which has been declared pursuant to s. 252.36 or at the scene of an emergency outside of a hospital, doctor's office, or other place having proper medical equipment, without objection of the injured victim or victims thereof, shall not be held liable for any civil damages as a result of such care or treatment or as a result of any act or failure to act in providing or arranging further medical treatment where the person acts as an ordinary reasonably prudent person would have acted under the same or similar circumstances.

(b)1. Any health care provider, including a hospital licensed under chapter 395, providing emergency services pursuant to obligations imposed by 42 U.S.C. s. 1395dd, s. 395.1041, s. 395.401, or s. 401.45 shall not be held liable for any civil damages as a result of such medical care or treatment unless such damages result from providing, or failing to provide, medical care or treatment under circumstances demonstrating a reckless disregard for the consequences so as to affect the life or health of another.

2. The immunity provided by this paragraph applies to damages as a result of any act or omission of providing medical care or treatment, including diagnosis:

a. Which occurs prior to the time the patient is stabilized and is capable of receiving medical treatment as a non-emergency patient, unless surgery is required as a result of the emergency within a reasonable time after the patient is stabilized, in which case the immunity provided by this paragraph applies to any act or omission of providing medical care or treatment which occurs prior to the stabilization of the patient following the surgery.

b. Which is related to the original medical emergency.

3. For purposes of this paragraph, "reckless disregard" as it applies to a given health care provider rendering emergency medical services shall be such conduct that a health care provider knew or should have known, at the time such services were rendered, created an unreasonable risk of injury so as to affect the life or health of another, and such risk was substantially greater than that which is necessary to make the conduct negligent.

4. Every emergency care facility granted immunity under this paragraph shall accept and treat all emergency care patients within the operational capacity of such facility without regard to ability to pay, including patients transferred from another emergency care facility or other health care provider pursuant to Pub. L. No. 99-272, s. 9121. The failure of an emergency care facility to comply with this subparagraph constitutes

grounds for the department to initiate disciplinary action against the facility pursuant to chapter 395.

(c)1. Any health care practitioner as defined in s. 456.001(4) who is in a hospital attending to a patient of his or her practice or for business or personal reasons unrelated to direct patient care, and who voluntarily responds to provide care or treatment to a patient with whom at that time the practitioner does not have a then-existing health care patient-practitioner relationship, and when such care or treatment is necessitated by a sudden or unexpected situation or by an occurrence that demands immediate medical attention, shall not be held liable for any civil damages as a result of any act or omission relative to that care or treatment, unless that care or treatment is proven to amount to conduct that is willful and wanton and would likely result in injury so as to affect the life or health of another.

2. The immunity provided by this paragraph does not apply to damages as a result of any act or omission of providing medical care or treatment unrelated to the original situation that demanded immediate medical attention.

3. For purposes of this paragraph, the Legislature's intent is to encourage health care practitioners to provide necessary emergency care to all persons without fear of litigation as described in this paragraph.

(d) Any person whose acts or omissions are not otherwise covered by this section and who participates in emergency response activities under the direction of or in connection with a community emergency response team, local emergency management agencies, the Division of Emergency Management of the Department of Community Affairs, or the Federal Emergency Management Agency is not liable for any civil damages as a result of care, treatment, or services provided gratuitously in such capacity and resulting from any act or failure to act in such capacity in providing or arranging further care, treatment, or services, if such person acts as a reasonably prudent person would have acted under the same or similar circumstances.

(3) Any person, including those licensed to practice veterinary medicine, who gratuitously and in good faith renders emergency care or treatment to an injured animal at the scene of an emergency on or adjacent to a roadway shall not be held liable for any civil damages as a result of such care or treatment or as a result of any act or failure to act in providing or arranging further medical treatment where the person acts as an ordinary reasonably prudent person would have acted under the same or similar circumstances.

**SUFFOLK COUNTY**

**"DANGEROUS DOG LAW"**

**New York State Agriculture & Markets Law Article 26**

Suffolk County Law Article III - Dangerous Dogs - adopted 08/28/01 by L.L. 13-2001

**SUFFOLK COUNTY DANGEROUS DOG LAW**

§ 207-19. Legislative intent.

§ 207-20. Definitions.

§ 207-21. Prohibitions; complaints; restraints.

§ 207-22. Penalties for offenses.

§ 207-23. Applicability.

§ 207-24. Enforcement.

**§ 207-19. Legislative intent.**

A. This Legislature finds and determines that § 121 of the New York Agricultural and Markets Law imposes penalties for attacks by dogs on domestic animals such as domesticated sheep, horses, cattle, fallow deer, red deer, sika deer, whitetail deer raised under license from the Department of Environmental Conservation, llamas, goats, swine, fowl, ducks, geese, swan turkeys, confined domestic hare or rabbits, pheasants or other birds raised in confinement under license from the State Department of Environmental Conservation, when such animals are lawfully in a place.

B. This Legislature also finds and determines that that such state legislation does not address dog attacks on other animals such as dogs and cats.

C. This Legislature further finds that the recent spate of animal attack incidents requires action that goes beyond present law.

D. Therefore, the purpose of this article is to impose penalties for dog attacks on either dogs or cats and to allow greater latitude to local animal control officers to protect the public from vicious dogs.

**§ 207-20. Definitions.**

As used in this article, the following terms shall have the meanings indicated:

DOMESTIC ANIMAL -- Cats and/or dogs.

DANGEROUS DOG -- Any dog which without justification attacks or bites a person who is peaceably conducting himself or herself in any place where he or she may lawfully be; any dog owned, harbored, or trained primarily or in part for the purpose of dog fighting; any dog owned, harbored, or trained primarily or in part for the purpose of attacking a human being or domestic animal on command; or any dog which attacks or bites another dog, cat, or animal peaceably conducting itself in any place in which it may lawfully be present.

DOG CONTROL OFFICER -- Any dog control officer or any animal control officer in any town or other municipality in Suffolk County.

**§ 207-21. Prohibitions; complaints; restraints.**

A. If any dog shall attack any domestic animal, as defined in § 207-20 of this article, while such animal is in any place where it may lawfully be present, the owner or caretaker of such, or any other person

witnessing such attack, may, for the purpose of preventing the killing or injury of such domestic animal, destroy such dog while so attacking, and no liability in damages or otherwise shall be incurred on account of such destruction.

B. Any person may make a complaint of an attack upon a domestic animal to a dog control officer of the appropriate municipality. Such officer shall immediately inform the complainant of his right to commence a proceeding as provided in Subsection C of this section, and, if there is reason to believe the dog is a dangerous dog, the officer shall forthwith commence such proceeding himself.

C. Any person may, and any dog control officer as provided in Subsection B of this section shall, make a complaint under oath or affirmation to any municipal judge or justice of such attack. The judge or justice shall then immediately determine if there is probable cause to believe the dog is a dangerous dog and, if so, shall issue an order to any dog control officer; peace officer, acting pursuant to his special duties; or police officer directing such officer to immediately seize such dog and hold the same pending judicial determination as herein provided. Whether or not the judge or justice finds there is probable cause for such seizure, he or she shall, within five days and upon written notice of not less than two days to the owner of the dog, hold a hearing on the complaint. If satisfied that the dog is a dangerous dog, the judge or justice shall then order any dog control officer; peace officer, acting pursuant to his special duties; or police officer to cause the dog to be euthanized immediately, or shall order the owner to securely confine such dog permanently except as provided in Subsection E of this section. The owner shall confine the dog indoors or in an enclosed and locked pen or structure as provided for in the order. Such pen or enclosure shall have a secure top and sides and shall be designed to prevent an unauthorized entry of a person, the escape of the dog, and to provide protection from the elements. If the owner fails to confine the dog as required by such order, any dog control officer; peace officer, acting pursuant to his special duties; or police officer shall destroy such dog on or off the premises of the owner.

D. A dog shall not be declared dangerous if the court determines that the conduct of the dog:

- (1) Was justified because the threat, injury, or damage was sustained by a domestic animal under the dominion and control of a person who at the time was committing a crime or offense upon the owner or custodian or upon the property of the owner or custodian of the dog;
- (2) Was justified because the injured domestic animal was tormenting, abusing, or assaulting the dog or has in the past tormented, abused, or assaulted the dog; or
- (3) Was responding to pain or injury, or was protecting itself, its kennels, or its offspring.

E. Additional restraints.

(1) In addition to an order of confinement, issued pursuant to Subsection C of this section, the judge or justice may order the owner or custodian to securely chain and muzzle the dog and require that the dog be under physical restraint of a responsible person when:

- (a) Confined in the presence of persons other than the owner or custodian or other domestic animals; and
- (b) Outside such enclosure for brief periods only when and for the period necessary to urinate, defecate, or receive medical treatment.

(2) The muzzle described in Subsection E(1) above shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but shall prevent it from biting any person or animal.

F. Nothing contained herein shall limit or abrogate any claim or cause of action under common law or by statute. The provisions of this section shall be in addition to such common law and statutory remedies.

G. Nothing contained herein shall restrict the rights and powers derived from the provisions of Title 4, Article 21 of the New York Public Health Law relating to rabies and any rule and regulation adopted pursuant thereto.

## **§ 207-22. Penalties for offenses.**

A. The owner of a dog who, through any act or omission, negligently permits his or her dog to bite a domestic animal causing physical injury shall be subject to a civil penalty not to exceed \$400 in addition to any other applicable penalties.

B. The owner of a dog who, through any act or omission, negligently permits his or her dog to bite a domestic animal causing serious physical injury shall be subject to a civil penalty not to exceed \$800 in addition to any other applicable penalties.

C. The owner of a dog who, through any act or omission, negligently permits his or her dog, which had



previously been determined to be dangerous pursuant to state or local law, to bite a domestic animal, or a person, causing serious physical injury, shall be guilty of a misdemeanor punishable by a fine of not more than \$1,000, or by a period of imprisonment not to exceed 90 days, or by both such fine and imprisonment in addition to any other applicable penalties.

D.If any dog, which had previously been determined by a judge or justice to be a dangerous dog as defined in § 207-20 of this article, shall without justification kill or cause the death of any domestic animal, or a person, who is peaceably conducting himself, himself, or herself in any place where it, he, or she may lawfully be present, regardless of whether such dog escaped without fault of the owner, the owner shall be guilty of a Class A misdemeanor in addition to any other penalties.

E.The owner shall not be liable pursuant to Subsections F, G, H, or I of this section if the dog was coming to the aid or defense of a person during the commission or attempted commission of a murder, robbery, burglary, arson, rape in the first degree as defined in § 130.35(1) or (2) of the New York Penal Law, sodomy in the first degree as defined in § 130.50(1) or (2) of the New York Penal Law, or kidnapping within the dwelling or upon the real property of the owner of the dog and the dog injured or killed the person committing such criminal activity.

### **§ 207-23. Applicability.**

A.This article shall apply to any actions occurring on or after the effective date of this article. EN  
B.Any municipality filing an action or proceeding in a judicial forum to enforce any provision of this article shall not be required to pay the filing fee for such action or proceeding.

### **§ 207-24. Enforcement.**

The existing contract with the Suffolk County Society for the Prevention of Cruelty to Animals (SPCA) shall be amended to authorize the SPCA to enforce this article, including the establishment of a centralized computer database, with no additional cost to the County of Suffolk, i.e., no additional funding of said contract for such enforcement.

**Exhibit E  
Resolution Number 2006-75**

**End of text for Exhibit E**

Intro. Res. No. 1188-2016  
Introduced by Presiding Officer, on request of the County Executive

Laid on Table 3/1/2016

**RESOLUTION NO. 209 -2016, AUTHORIZING THE COUNTY EXECUTIVE TO ENTER INTO AN AGREEMENT WITH SUFFOLK COUNTY COMMUNITY COLLEGE TO PROVIDE INDOOR FACILITIES FOR HUMAN AND PET SHELTERING DURING TIMES OF EMERGENCY**

**WHEREAS**, Suffolk County has suffered numerous emergencies over the past decade where residents and their pets have needed emergency, temporary sheltering; and

**WHEREAS**, the Suffolk County Commissioner of Fire, Rescue and Emergency Services is responsible for coordination of emergency preparedness, including development of emergency sheltering plans; and

**WHEREAS**, Suffolk County Community College maintains adequate facilities that may be used for safe sheltering of Suffolk County residents and their pets during time of emergency; and

**WHEREAS**, Suffolk County Department of Fire, Rescue and Emergency Services is prepared to work and coordinate with Suffolk County Community College, under the County Emergency Management Plan (CEMP), emergency sheltering facilities for residents and their pets at college campus locations; and

**WHEREAS**, Provision of temporary sheltering for displaced residents during times of emergency is vital to emergency preparedness; and

**1<sup>st</sup>** **RESOLVED**, The County Executive is hereby authorized to enter into an agreement with Suffolk County Community College for emergency sheltering of residents and their pets during times of emergency; and

**2<sup>nd</sup>** **RESOLVED**, said agreement shall afford payment of reasonable and customary costs to Suffolk County Community College for sheltering above and beyond regular, non-emergency operational costs; and

**3<sup>rd</sup>** **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"). Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Volume 6 of the New York Code of Rules and Regulations ("NYCRR") Section 617.5 (25) and (27), in that the resolution concerns purchasing of furnishings, equipment and supplies, other than land, radioactive material, pesticides, herbicides or other hazardous materials, and adoption of a local legislative decision in connection with the same; as a Type II action, the legislature has no further responsibilities under SEQRA.

DATED: March 23, 2016

APPROVED BY:

/s/ Steven Bellone  
County Executive of Suffolk County

Date: March 29, 2016

**SUFFOLK COUNTY DEPARTMENT OF LABOR - LABOR MEDIATION UNIT**  
**UNION ORGANIZING CERTIFICATION/DECLARATION - SUBJECT TO AUDIT**

If the following definition of "County Contractor" (Union Organizing Law Chapter 466-2) applies to the contractor's/beneficiary's business or transaction with Suffolk County, the contractor/beneficiary must complete Sections I, III, and IV below. If the following definitions do not apply, the contractor/beneficiary must complete Sections II, III and IV below. Completed forms must be submitted to the awarding agency.

**County Contractor:** "Any employer that receives more than \$50,000 in County funds for supplying goods or services pursuant to a written contract with the County of Suffolk or any of its agencies; pursuant to a Suffolk County grant; pursuant to a Suffolk County program; pursuant to a Suffolk County reimbursement for services provided in any calendar year; or pursuant to a subcontract with any of the above."

---

**Section I**      The Union Organizing Law applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 26-2003, the Suffolk County Union Organizing Law (the law) and, as such shall not use County funds to assist, promote, or deter union organizing (Chapter 466-3 A), nor seek reimbursement from the County for costs incurred to assist, promote, or deter union organizing. (Chapter 466-3 B)

Check if      I/we further agree to take all action necessary to ensure that County funds are not used to assist, promote, or deter  
Applicable      union organizing. (Chapter 466-3 H)

I/we further agree that if any expenditures or costs incurred to assist, promote, or deter union organizing are made, I/we shall maintain records sufficient to show that no County funds were used for those expenditures and, as applicable, that no reimbursement from County funds has been sought for such costs. I/we agree that such records shall be made available to the pertinent County agency or authority, the County Comptroller, or the County Department of Law upon request. (Chapter 466-3 I)

I/we further affirm to the following:

- I/we will not express to employees any false or misleading information that is intended to influence the determination of employee preferences regarding union representation;
- I/we will not coerce or intimidate employees, explicitly or implicitly, in selecting or not selecting a bargaining representative;
- I/we will not require an employee, individually or in a group, to attend a meeting or an event that is intended to influence his or her decision in selecting or not selecting a bargaining representative;
- I/we understand my/our obligation to limit disruptions caused by prerecognition labor disputes through the adoption of nonconfrontational procedures for the resolution of prerecognition labor disputes with employees engaged in the production of goods or the rendering of services for the County; and
- I/we have or will adopt any or all of the above-referenced procedures, or their functional equivalent, to ensure the efficient, timely, and quality provision of goods and services to the County. I/we shall include a list of said procedures in such certification.

I/we further agree that every County contract for the provision of services, when such services will be performed on County property, shall include a requirement that I/we adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, no intimidation agreement, and a majority authorization card agreement.

I/we further agree that every County contract for the provision of human services, when such services are not to be performed on County property, shall include a requirement that I/we adopt, at the least, a neutrality agreement.

I/we understand that the efficient, timely, and nondisruptive provision of goods and services is a paramount financial interest of the County of Suffolk and as such, the County expects the potential County contractor to protect the County's financial interest by adopting nonconfrontational procedures for the orderly resolution of labor disputes, including, but not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, nonintimidation agreements, and reasonable access agreements.

Section II The Union Organizing Law does not apply to this contract for the following reason(s): \_\_\_\_\_



NO Cost Agreement for

Disaster preparedness services.

Check if  
Applicable

Section III

Contractor Name: Suffolk County Community College Federal Employer ID#: 262415339

Contractor Address: 533 College Road Amount of Assistance: \_\_\_\_\_

Selden, NY 11784 Vendor #: \_\_\_\_\_

Contractor Phone #: 631-451-4235

Description of project or service: Suffolk Community College is to provide facilities for human and pet shelters in the event of a declared disaster or emergency house residents of Suffolk County and their pets.

Section IV

I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification, and that the above is true and correct.

Louis J. Petrizzi

Authorized Signature

11/22/16

Date

Louis J. Petrizzo, College General Counsel  
Print Name and Title of Authorized Representative



**SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING & CONSUMER AFFAIRS**

**LIVING WAGE CERTIFICATION/DECLARATION – SUBJECT TO AUDIT**

If either of the following definitions of 'compensation' (*Living Wage Law Chapter 575-2*) applies to the contractor's/recipient's business or transaction with Suffolk County, the contractor/recipient must complete Sections 1, 3, 4 below; and Form LW-1 (Notice of Application for County Compensation). If the following definitions do not apply, the contractor/recipient must complete Sections 2, 3 and 4 below. Completed forms must be submitted to the awarding agency.

"Any grant, loan, tax incentive or abatement, bond financing subsidy or other form of compensation of more than \$50,000 which is realized by or provided to an employer of at least ten (10) employees by or through the authority or approval of the County of Suffolk," or

"Any service contract or subcontract let to a contractor with ten (10) or more employees by the County of Suffolk for the furnishing of services to or for the County of Suffolk (except contracts where services are incidental to the delivery of products, equipment or commodities) which involve an expenditure equal to or greater than \$10,000. For the purposes of this definition, the amount of expenditure for more than one contract for the same service shall be aggregated. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not 'compensation' for the purposes of this definition."

**Section I**

Check if applicable

The *Living Wage Law* applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 12-2001, the Suffolk County *Living Wage Law* (the Law) and, as such, will provide to all full, part-time or temporary employed persons who perform work or render services on or for a project, matter, contract or subcontract where this company has received compensation, from the County of Suffolk as defined in the Law (compensation) a wage rate of no less than \$11.74 (\$9.25 for child care providers) per hour worked with health benefits, as described in the Law, or otherwise \$13.37 (\$10.50 for child care providers) per hour or the rates as may be adjusted annually in accordance with the Law. (**Chapter 575-3 B**)

I/we further agree that any tenant or leaseholder of this company that employs at least ten (10) persons and occupies property or uses equipment or property that is improved or developed as a result of compensation or any contractor or subcontractor of this company that employs at least ten (10) persons in producing or providing goods or services to this company that are used in the project or matter for which this company has received compensation shall comply with all the provisions of the Law, including those specified above. (**Chapter 575-2**)

I/we further agree to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with regulations under this Chapter of the Suffolk County Code, investigating employee complaints of noncompliance and evaluating the operation and effects of this Chapter, including the production for inspection & copying of payroll records for any or all employees for the term of the contract or for five (5) years, whichever period of compliance is longer. All payroll and benefit records required by the County will be maintained for inspection for a similar period of time. (**Chapter 575-7 D**)

The Suffolk County Department of Labor, Licensing & Consumer Affairs shall review the records of any Covered Employer at least once every three years to verify compliance with the provisions of the Law. (**Chapter 575-4 C**)

Check if applicable

**Section II** The *Living Wage Law* does not apply to this contract for the following reason(s):

**No cost Agreement for Disaster Preparedness Services**

**Section III** Contractor Name: Suffolk County Community College Federal Employer ID#: 262415339

Contractor Address: 533 College Road  
Selden, NY 11784

Amount of compensation: \_\_\_\_\_

Vendor #: \_\_\_\_\_

Contractor Phone # 631-451-4235

Description of project or service: SCCC to provide facilities for human and pet shelters in the event of declared emergency, house residents of Suffolk County +

their pets.

**Section IV**

I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification, and that the above is true and correct.

Louis J. Petrizzo

Authorized Signature

Louis J. Petrizzo, College General Counsel

11/22/16

Date

Print Name and Title of Authorized Representative



Steven Bellone  
Suffolk County Executive

Samuel Chu  
Commissioner

**SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING, & CONSUMER AFFAIRS**

**NOTICE OF APPLICATION TO CERTIFY COMPLIANCE WITH FEDERAL LAW  
(8 U.S.C. SECTION 1324A) WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES**  
Suffolk County Code, Chapter 353 (2006)

To Be Completed By Applicant/Covered Employer/Owner

EMPLOYER/CORP/

BUSINESS/COMPANY NAME: Suffolk County Community College

ADDRESS: 533 College Road, Selden, NY 11784

NOT-FOR-PROFIT: YES  NO  (Submit Proof of IRS Not-for-Profit Status)

VENDOR # (If known): 262 415 339

CONTRACT ID (If known): \_\_\_\_\_

CONTACT: Louis J. Petrizzo

TELEPHONE #: 631-451-4235

TERM OF CONTRACT OR EXTENSION (PROVIDE DATES): Sept 1, 2016 - Aug 31, 2020

BRIEF DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE

Suffolk Community College is to provide facilities for human and pet shelters in the event of a declared disaster or emergency house residents of Suffolk County + their pets.

SUBCONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

VENDOR#: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

CONTACT: \_\_\_\_\_

DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE: \_\_\_\_\_

**EVIDENCE OF COMPLIANCE:**

Copies of the following must be maintained by covered employers or the owners thereof for each employee for the time periods set forth in Suffolk County Code, Section 353-14 (A):

- A. United States passport; *or*
- B. Resident alien card or alien registration card; *or*
- C. Birth certificate indicating that person was born in the United States; *or*
- D. (1) A driver's license, if it contains a photograph of the individual; *and*  
(2) A social security account number card (other than such a card which specifies on its face that the issuance of the card does not authorize employment in the United States); *or*
- E. Employment authorization documents such as an H-1B visa, H-2B visa, and L-1 visa, or other work visa as may be authorized by the United States Government at the time the County contract is awarded for all covered employees.

Steven Bellone  
Suffolk County Executive



Samuel Chu  
Commissioner

**SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING & CONSUMER AFFAIRS**

**AFFIDAVIT OF COMPLIANCE  
WITH THE REQUIREMENTS OF  
8 U.S.C. SECTION 1324a  
WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES**

State of New York )  
 )  
 ) SS:  
County of Suffolk )

Louis J. Petrizzo, being duly sworn, deposed and says:  
(Print Name of Deponent)

- I am ~~owner~~/authorized representative of Suffolk County Community College  
(Circle one) (Name of Corp., Business, Company)
- I certify that I have complied, in good faith, with the requirements of Title 8 of the United States Code (U.S.C.) section 1324a (Aliens and Nationality) with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as set forth in Suffolk County Code Chapter 353 (2006).

Handwritten signature of Louis J. Petrizzo in black ink.

(Signature of Deponent)

Sworn to before me this 22nd day  
of November, 2016

Handwritten signature of Alicia S. O'Connor in black ink.  
(Notary Public)

ALICIA S. O'CONNOR  
Notary Public, State of New York  
No. 02OC6023228  
Qualified in Suffolk County  
Commission Expires August 01, 2017



**Suffolk County Form 22**  
**Contractor's/Vendor's Public Disclosure Statement**

Pursuant to Section A5-7 of the Suffolk County Administrative Code, this Public Disclosure Statement must be completed by all contractors/vendors that have a contract with Suffolk County. In the event contractor/vendor is exempt from completing paragraphs numbered 1 through 11 below, so indicate at paragraph number 12 below setting forth the reason for such exemption. Notwithstanding such exempt status, you must execute this form below before a notary public.

1. Contractor's/Vendor's Name Suffolk County Community College  
Address 533 College Road, Selden, NY 11784  
City and State \_\_\_\_\_ Zip Code \_\_\_\_\_
2. Contracting Department's Name \_\_\_\_\_  
Address \_\_\_\_\_
3. Payee Identification or Social Security No. \_\_\_\_\_
4. Type of Business Corporation Partnership Sole Proprietorship Other
- 5.a Is contractor/vendor entering into or has contractor/vendor entered into a contract with Suffolk County in excess of \$1,000? Yes No.
- 5.b Has contractor/vendor entered into three or more contracts, including the one for which you are now completing this form, with Suffolk County, any three of which, when combined, exceed \$1,000? Yes No.
6. Table of Organization. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the contractor/vendor. Conspicuously identify any shareholder who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Does contractor/vendor derive 50% or more of its total revenues from its contractual or vendor relationship with Suffolk County? Yes No.
9. If you answered yes to 8 above, you must submit with this disclosure statement, a complete financial statement listing all assets and liabilities as well as a profit and loss statement. These statements must be certified by a Certified Public Accountant. (Strike this out if not applicable.)
10. The undersigned shall include this Contractor's/Vendor's Public Disclosure Statement with the contract. (Describe general nature of the contract.) \_\_\_\_\_  
\_\_\_\_\_

11. **Remedies.** The failure to file a verified public disclosure statement as required under local law shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.
12. If you are one of the entities listed below at a) through c) or you qualify under d) below, you are exempt from completing paragraphs numbered 1 through 11 herein:
- a) Hospital
  - b) Educational or governmental entities
  - c) Not-for-profit corporations
  - d) Contracts providing for foster care, family day-care providers or child protective services

Please check to the left side of the appropriate exemption.

13. **Verification.** This section must be signed by an officer or principal of the contractor/vendor authorized to sign for the company for the purpose of executing contracts. The undersigned being sworn, affirms under the penalties of perjury, that he/she has read and understood the foregoing statements and that they are, to his/her own knowledge, true.

Dated: 11/22/16 Signed: *Louis J. Petrizzo*  
 Printed Name of Signer: Louis J. Petrizzo  
 Title of Signer: College General Counsel  
 Name of Contractor/Vendor: Suffolk County Community College

**UNIFORM CERTIFICATE OF ACKNOWLEDGMENT**  
 (Within New York State)

STATE OF NEW YORK  
 COUNTY OF SUFFOLK ss.:

On the 22nd day of November in the year 2016 before me, the undersigned, personally appeared Louis J. Petrizzo personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

*Alicia S. O'Connor*  
 (signature and office of individual taking acknowledgement)  
**Alicia S. O'Connor, College Deputy General Counsel**

ALICIA S. O'CONNOR  
 Notary Public, State of New York  
 No. 02OC6023228  
 Qualified in Suffolk County  
 Commission Expires August 01, 2017

