Law No. 15-FS
Disaster Preparedness/Emergency Shelters
Suffolk County Community College

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"), having its principal 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: May 31, 2011 through June 1, 2015.

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:


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: 9/19/12

Approved as to Legality:

By: ____________________________
Dennis M. Cohen
Suffolk County Attorney

By: ____________________________
Thomas Young
Assistant County Attorney

County of Suffolk

By: ____________________________
Regina Calcaterra
Chief Deputy County Executive
Date: 12/31/12

Approved: Department of Fire Rescue & Emergency Services

By: ____________________________
Joseph F. Williams
Commissioner
Date: 5/21/12

Recommended:

By: ____________________________
Edward C. Schneier
Director of Emergency Preparedness
Date: 5/28/12

Exhibit A

Page 1 of 10
Specific Terms and Conditions

1. 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 widespread 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.

2. 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;

   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.
3. 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 intent to cancel.

4. 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 and keep the designated facilities and adjoining parking areas accessible as dictated by the demands of the disaster or emergency for the duration of the emergency.
   
   c. 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.

5. 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 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 of any regulated medical waste that may be generated during the use of the shelters.

e. Upon the request of the College, FRES will arrange for the relocation of existing furniture in facilities to be used 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 five (5) classroom days after the declaration of an emergency. After five (5) classroom days, FRES will relocate to non-classroom buildings. 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 area to the same or better condition than they were at the time FRES began its use of the area. This restoration shall include cleaning and repairs (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 during the use of the facilities. Such reimbursement will be made on a case by 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.
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

And

George Gatta, Executive Vice President
Suffolk County Community College
533 College Road, NFL 237
Selden, New York 11784

With a copy to

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

b. All Other Notices

All other notices shall be in writing and shall be given to the County as set forth in 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

And

George Gatta, Executive Vice President
Suffolk County Community College
533 College Road, NFL 237
Selden, New York 11784

With a copy to

Louis J. Petrizzo, College General Counsel
Suffolk County Community College
533 College Road, NFL 230
Selden, NY 11784
Law No. 15-FS
Disaster Preparedness/Emergency Shelters
Suffolk County Community College

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

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.

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.

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.

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.

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 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.

**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 this Agreement and to seek other remedies as set forth therein, for violations of this Law. The Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 575, Suffolk County Local Law No. 12-2001, the Living Wage Law. Required Form: Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

**Use of County Resources to Interfere with Collective Bargaining Activities Local Law No. 26-2003:** The Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 603, Article 1 of the Suffolk County Local Laws, “Use of County Resources to Interfere with Collective Bargaining Activities.” County Contractors (as defined by section 803-2) shall comply with all requirements of Chapter 803 including the following prohibitions: a. The Contractor shall not use County funds to assist, promote, or deter union organizing. b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing. c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing. d. 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 Contractor services are performed on County property, the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement. If Contractor services are for the provision of human services and such services are not to be performed on County property, the Contractor 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 this Agreement and to seek other remedies as set forth therein, for violations of this Law. Required Form: Suffolk County Labor Law Form DOL-L01; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit"

**Gratuities:** The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York 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, and that the signer of this Agreement has read and is familiar with the provisions of Suffolk County (Chapter 664 of the Suffolk County Code).

**Prohibition Against Contracting with Corporations that Reincorporate Overseas:** The Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled “A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas.” 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.

**Child Sexual Abuse Reporting Policy:** It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 880 of the Suffolk County code.
Law No. 15-FS
Disaster Preparedness/Emergency Shelters
Suffolk County Community College

The Contractor 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 Contract with regard to child sexual abuse reporting policy.

Non Responsible Bidder: The Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement, the Contractor certifies that he, she, it, or they have 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 the provision of Section 143-5 of the Suffolk County Code under “Nonresponsible Bidder.”

Suffolk County Local Laws Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at www.co.suffolk<http://www.co.suffolk.ny.us>. Click on “Laws of Suffolk County” under “Suffolk County Links”.

Indemnification: Each party agrees that it shall protect, indemnify and hold harmless the other 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 its acts, omissions or negligence in connection with the services described or referred to in this Agreement. Each party shall defend the other and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the other party’s option, pay reasonable attorney’s fees for defense of any such suit arising out of its acts, omissions or negligence or of its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

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.

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.

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.

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.
Law No. 15-FS  
Disaster Preparedness/Emergency Shelters  
Suffolk County Community College

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. Edward Schneyer, Director of 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 Exhibit A, entitled “Specific Terms and Conditions.”

Notices Relating to Indemnification and Termination: Any communication or notice regarding indemnification or termination shall be in writing and shall be given as follows: For the County: 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 F. Williams, Commissioner, and to Dennis M. Cohen, County Attorney, Suffolk County Department of Law, H. Lee Dennison Building, 100 Veterans Memorial Highway, Hauppauge, New York 11788, 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 Exhibit A, entitled “Specific Terms and Conditions.”
## SCCC SHELTERS - ROOM & USE INVENTORY

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>BUILDING</th>
<th>USE</th>
<th>CAPACITY</th>
<th>FLOOR</th>
<th>ROOMS</th>
<th>SEATING</th>
<th>PLOT</th>
</tr>
</thead>
<tbody>
<tr>
<td>SELDEN</td>
<td>SOUTHAMPTON</td>
<td>SPECIAL NEEDS</td>
<td>220</td>
<td>BSMT</td>
<td>22, 24, 25, 27, 29</td>
<td>20, 30</td>
<td>8A &amp; 8B</td>
</tr>
<tr>
<td></td>
<td></td>
<td>GEN. POP.</td>
<td>252</td>
<td>1ST</td>
<td>111, 114, 118, 121, 125</td>
<td>128, 129</td>
<td>8A &amp; 8B</td>
</tr>
<tr>
<td></td>
<td></td>
<td>GEN. POP.</td>
<td>280</td>
<td>2ND</td>
<td>226 thru 234</td>
<td></td>
<td>8A &amp; 8B</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PETS</td>
<td></td>
<td>BSMNT</td>
<td>Music Practice Rm 30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SELDEN</td>
<td>ISLIP ARTS</td>
<td>GEN. POP.</td>
<td></td>
<td>BSMT</td>
<td>1st Floor Classrooms</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>GEN. POP.</td>
<td></td>
<td>1ST</td>
<td>2nd Floor Classrooms</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SPECIAL NEEDS</td>
<td></td>
<td>2ND</td>
<td>3rd Floor Classrooms</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SELDEN</td>
<td>BROOKHAVEN</td>
<td>GEN. POP.</td>
<td></td>
<td>1ST &amp; 2ND</td>
<td>Classrooms and Main gym</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Showers available</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SELDEN</td>
<td>BABYLON</td>
<td>FOOD SERVICE</td>
<td>0</td>
<td>BSMT</td>
<td>FOOD SERVICE FOR CAMPUS</td>
<td></td>
<td>3A</td>
</tr>
</tbody>
</table>

**UPDATED:** 5/15/2012

PAGE 1 / 3
<table>
<thead>
<tr>
<th>LOCATION</th>
<th>BUILDING</th>
<th>USE</th>
<th>CAPACITY</th>
<th>FLOOR</th>
<th>ROOMS</th>
<th>SEATING</th>
<th>P LOT</th>
</tr>
</thead>
<tbody>
<tr>
<td>BWOOD</td>
<td>MULTI-PURPOSE</td>
<td>SPECIAL NEEDS</td>
<td>161</td>
<td>1 A-wing</td>
<td>A113, A114, A115, A122, A123, A124</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>GEN. POP.</td>
<td></td>
<td>241</td>
<td>2 A-wing</td>
<td>A213, A214, A215, A221, A222, A223</td>
<td></td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>GEN. POP.</td>
<td></td>
<td>386</td>
<td>3 A-wing</td>
<td>A312, A315, A322, A324, A327</td>
<td></td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>DISASTER RECOVERY</td>
<td></td>
<td>2817</td>
<td>GYM</td>
<td>A332, A334</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>NURSE TRAINING</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ROOMS AS TRIAGE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BWOOD</td>
<td>PAUMANOKA</td>
<td>PETS &amp; OWNERS</td>
<td></td>
<td>1ST</td>
<td>VETERINARY ROOMS</td>
<td></td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>GEN. POP.</td>
<td></td>
<td></td>
<td>1ST</td>
<td></td>
<td></td>
<td>116</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BWOOD</td>
<td>SAGTIKOS</td>
<td>GEN. POP.</td>
<td>33</td>
<td>1ST</td>
<td>123</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>GEN. POP.</td>
<td></td>
<td></td>
<td>2ND</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BWOOD</td>
<td>CAPTREE</td>
<td>FOOD SERVICE</td>
<td>0</td>
<td>1ST</td>
<td>FOOD SERVICE FOR CAMPUS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BWOOD</td>
<td>SCPD ACAD.</td>
<td>1st RESPONDER</td>
<td>533</td>
<td>1 F-wing</td>
<td>F101, F102</td>
<td></td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1st RESPONDER</td>
<td>313</td>
<td>2 F-wing</td>
<td>F203, F205, F208, F209, F228, F229</td>
<td></td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1st RESPONDER</td>
<td>286</td>
<td>3 F-wing</td>
<td>F304, F306, F307, F324, F325, F326</td>
<td></td>
<td>5</td>
</tr>
</tbody>
</table>

UPDATED: 5/15/2012  PAGE 2/3
<table>
<thead>
<tr>
<th>LOCATION</th>
<th>BUILDING</th>
<th>USE</th>
<th>CAPACITY</th>
<th>FLOOR</th>
<th>ROOMS</th>
<th>SEATING</th>
<th>P LOT</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIVERHD</td>
<td>PECONIC</td>
<td>SPECIAL NEEDS</td>
<td>213</td>
<td>1ST</td>
<td>CAFETERIA &amp; STUDENT LOUNGE</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>FOOD SERVICE</td>
<td>0</td>
<td>1ST</td>
<td>FOOD SERVICE FOR CAMPUS</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>RIVERHD</td>
<td>ORIENT</td>
<td>GEN. POP.</td>
<td>144</td>
<td>1ST</td>
<td>108, 110, 135, 136, 139, 100</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>RIVERHD</td>
<td>SHINNEOCK</td>
<td>GEN. POP.</td>
<td>20</td>
<td>1ST</td>
<td>114</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>GEN. POP.</td>
<td>74</td>
<td>2ND</td>
<td>206, 211, 215, 216</td>
<td>LECTURE</td>
<td>2</td>
</tr>
<tr>
<td>RIVERHD</td>
<td>CORCHAUG</td>
<td>GEN. POP.</td>
<td>583</td>
<td>1ST</td>
<td>1, 2, 3, 4, 5, 6, 8, 10, 12, 13, 15, 16, 17, 18</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>PET SHELTER</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>PET OWNERS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

UPDATED 5/15/2012
EXHIBIT D

Suffolk County Society for the Prevention of Cruelty to Animals

Pet Friendly Sheltering Plan

JULY 2006 (rev.)
# Table of Contents

<table>
<thead>
<tr>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introduction</td>
<td>4</td>
</tr>
<tr>
<td>Acknowledgements</td>
<td>4</td>
</tr>
<tr>
<td>Definitions</td>
<td>5</td>
</tr>
<tr>
<td>Assumptions</td>
<td>6</td>
</tr>
<tr>
<td>Purpose</td>
<td>6</td>
</tr>
<tr>
<td>Concept of Operations</td>
<td>6</td>
</tr>
<tr>
<td>Checklist for Disaster Preparedness for Pets</td>
<td>8</td>
</tr>
<tr>
<td>Acceptable Animals at the Pet Friendly Shelter</td>
<td>9</td>
</tr>
<tr>
<td>National Incident Management System Flow Chart</td>
<td>10</td>
</tr>
<tr>
<td>Logistics</td>
<td>11</td>
</tr>
<tr>
<td>Operations</td>
<td>12</td>
</tr>
<tr>
<td>Planning</td>
<td>13</td>
</tr>
<tr>
<td>Finance</td>
<td>14</td>
</tr>
<tr>
<td>Set up</td>
<td>15</td>
</tr>
<tr>
<td>Take Down</td>
<td>16</td>
</tr>
<tr>
<td>Equipment &amp; Supplies</td>
<td>17</td>
</tr>
<tr>
<td>Qualified Pet Friendly Shelters</td>
<td>19</td>
</tr>
<tr>
<td>Pet Owner Rules</td>
<td>21</td>
</tr>
<tr>
<td>Letter to Owners Regarding Pets</td>
<td>22</td>
</tr>
<tr>
<td>Pet Sheltering</td>
<td>23</td>
</tr>
<tr>
<td>Rules for the Operation of the Pet Area</td>
<td>25</td>
</tr>
<tr>
<td>Guidelines for Animal Health &amp; Control of Disease Transmission</td>
<td>26</td>
</tr>
<tr>
<td>Animal Health Management</td>
<td>27</td>
</tr>
<tr>
<td>Facility Management</td>
<td>29</td>
</tr>
<tr>
<td>The Human-Animal Bond</td>
<td>30</td>
</tr>
<tr>
<td>Animal Bite Protocol</td>
<td>31</td>
</tr>
<tr>
<td>Responsibilities of Volunteer Veterinarians</td>
<td>32</td>
</tr>
</tbody>
</table>
Table of Contents,  
Continued

Forms

<table>
<thead>
<tr>
<th>Form</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shelter Admission</td>
<td>33</td>
</tr>
<tr>
<td>Registration &amp; Pet Owner Shelter Agreement</td>
<td>34</td>
</tr>
<tr>
<td>Shelter Discharge</td>
<td>36</td>
</tr>
<tr>
<td>Owner Pet Care Log</td>
<td>37</td>
</tr>
</tbody>
</table>

Appendix

<table>
<thead>
<tr>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>768.13 Good Samaritan Act</td>
<td>38</td>
</tr>
<tr>
<td>Dangerous Dogs</td>
<td>40</td>
</tr>
</tbody>
</table>
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

Shelter Incident Commander

Safety Officer

Logistics  Operations  Planning  Finance

Responsible for overall operations.

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

- Planning
  - Housing monitoring
  - Tracker requests
  - Situation reports

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

- 214 monitor
- Cost accounting
- Mutual aid monitor

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.
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
<table>
<thead>
<tr>
<th>Qualified Pet Friendly Shelters</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
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 pets(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 acknowledge 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;
  - Pet's 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;
  - Pet's 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 – 9:40 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 microchipped.

- 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 preventative 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 bronchiseptica* 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.
<table>
<thead>
<tr>
<th>DATE</th>
<th>TIME</th>
<th>SHELTER LOCATION</th>
<th>NAME OF INTAKE PERSON</th>
<th>AGENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CLIENT INFORMATION**

Does evacuee speak English? Yes [ ] No [ ] Primary Language ____________________________

**Owner's Name:**

First ____________________________ Last ____________________________

**Other Accompanying Family Member(s):**

First ____________________________ Last ____________________________
First ____________________________ Last ____________________________
First ____________________________ Last ____________________________
First ____________________________ Last ____________________________

If animal not brought in by owner:

First ____________________________ Last ____________________________

Current Number (________) ______-

Where was the animal found? ____________________________

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 ____________________________

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 guarer [ ] Other [ ] ____________________________

List medications, reason for taking, and dosage ____________________________

Veterinarian's name, contact number ____________________________

Place photo of Pet here
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 pet(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:

<table>
<thead>
<tr>
<th>Item</th>
<th>Provided by owner</th>
<th>Provided by SCSPCA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Secure cage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plastic sleeve for cage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paper for lining the carrier</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pet food</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Food and water containers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plastic bags</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Muzzle (if needed)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Litter box (if needed)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Litter (if needed)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leash (if needed)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Collar (if needed)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (please describe)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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

<table>
<thead>
<tr>
<th>DATE</th>
<th>TIME</th>
<th>SHELTER</th>
<th>DISCHARGE PERSON</th>
<th>AGENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OWNER'S NAME:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>Last</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PET INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pet's Name:</td>
</tr>
<tr>
<td>Pet type: Dog [ ] Cat [ ] Bird [ ]</td>
</tr>
<tr>
<td>Bread:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PRIOR TO DISCHARGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Items loaned to owner for care of pet(s) returned:</td>
</tr>
<tr>
<td>ID bracelet's checked? ______ (initial)</td>
</tr>
</tbody>
</table>

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: ____________________________
# Owner Pet Care Log

<table>
<thead>
<tr>
<th>Owner's name</th>
<th>Pet name and pet type</th>
<th>AM time</th>
<th>PM time</th>
<th>Action Taken (exercise, feeding, medication, clean cage, etc.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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.
SUFXOLK 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

SUFXOLK COUNTY DANGEROUS DOG LAW

§ 207-19. Legislative intent.
§ 207-20. Definitions.
§ 207-21. Prohibitions; complaints; restraints.
§ 207-22. Penalties for offenses.
§ 207-23. Applicability.

§ 207-19. 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 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 itself, 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.


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.
Law No. 15-FS
Disaster Preparedness/ Emergency Shelters
Suffolk County Community College

Exhibit E

See Attached Resolution 2006.75
RESOLUTION NO. 2006.75  AUTHORIZING AN AGREEMENT WITH SUFFOLK COUNTY FOR USE OF COLLEGE FACILITIES DURING EMERGENCIES

WHEREAS, the County of Suffolk has requested the use of certain College facilities as shelters for County residents and their pets during emergencies, and

WHEREAS, the College recognizes the importance of providing shelters to community members and their pets during times of crisis, be it therefore

RESOLVED, that the College President, or her designee, is hereby authorized to enter into a contract with the County of Suffolk for the use of College facilities as shelters for County residents and their pets during emergencies.

George Kane, Secretary
Board of Trustees
Excerpts from the Regulations of the Commissioner of Education:

§ 50.1 Definitions.

(w) Disaster means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural, technological, radiological or man-made causes, such as fire, flood, earthquake, hurricane, tornado, high water, landslide, mudslide, windstorm, wave action, epidemic, air contamination, drought, explosion, water contamination, chemical accident, war or civil disturbance as declared by state or local governments pursuant to sections 24 or 28 of the Executive Law.

§ 52.2 Standards for the registration of undergraduate and graduate curricula.

(c) Curricula and awards.

(4) A semester hour of credit may be granted by an institution for fewer hours of instruction and study than those specified in subdivision (o) of section 50.1 of this Subchapter only:

(i) when approved by the commissioner as part of a registered curriculum; or

(ii) when the commissioner has granted prior approval for the institution to maintain a statement of academic standards that defines the considerations which establish equivalency of instruction and study and such statement has been adopted by the institution.

(iii) in the event of a temporary closure of an institution by the state or local government as a result of a disaster, as defined in section 50.1(w) of this Part, when the commissioner has granted approval for the institution to maintain a statement of academic standards that defines the considerations which establish equivalency of instruction and study and such statement has been adopted by the institution.

§ 145-2.1 Full-time and part-time study and remedial workload.

(g) Upon presentation of satisfactory evidence that the commissioner has granted approval for the institution to maintain a statement of academic standards that defines the considerations which establish equivalency of instruction of study and such statement has been adopted by the institution as a result of a disaster as defined in section 50.1(w) of this Part, a semester hour of credit may be granted by an institution for fewer hours of instruction and study for purposes of a scholarship, tuition assistance program or other benefits.

Effective January 3, 2008.
Regulation Relief Due to a Disaster

Request for Change in a Statement of Academic Standards for Equivalency of Instruction and Study

Restricted use: The use of this form is restricted to institutions that have experienced a temporary closure as a result a disaster, as defined in section 50.1(w) of the Regulations of the Commissioner of Education. A change in semester hour, if approved, will apply only to currently registered programs. For relevant regulations, see page 2 of this form. Please send the completed form to: Office of College and University Evaluation, State Education Department, 89 Washington Avenue, 5N Mezzanine, Albany, NY 12234.

A. Name of institution:
   Specify campus where a temporary closure has occurred, if other than the main campus:

B. CEO or designee
   Name and title:
   Signature and date:

C. Contact person, if different
   Name and title:
   Telephone/Fax:
   E-mail:

D. Nature of the disaster (attach documentation):

E. Date of disaster:

F. Timeframe of Proposed equivalency of instruction:

G. List all programs impacted by the change that lead to Teacher Certification or Professional Licensing:

ITEMS H THROUGH J: PLEASE ATTACH THE INFORMATION REQUESTED.

H. Describe the accommodation the institution is seeking in a change of semester hour to its registered programs.

I. Complete where applicable:
   1. Proposed change in format/delivery mode
      (describe availability of courses and any change in faculty, resources, or support services);
   2. Proposed new location if applicable:
      (Describe availability of courses, faculty, facilities, and support services)
   3. List all programs that will be temporarily suspended by program code, HEGIS, Program title, and degree.

J. Please provide a copy of information to be printed informing students of the temporary change in semester hours.