

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
MEMORANDUM OF UNDERSTANDING
FOR
THE PURPOSE OF WILDLIFE REHABILITATION**

This Memorandum of Understanding (MOU) is made and entered into this 31th day of December, 2020, by and between the California Department of Fish and Wildlife (Department) and

**Lupin Egan
Native Animal Rescue
1855 17th Avenue
Santa Cruz, CA 95062**

(Hereinafter referred to as the Permittee) and expires on December 31, 2023.

WITNESSETH:

WHEREAS, the Permittee has expressed interest in rehabilitating native sick, injured, or orphaned game birds, protected nongame birds, resident small game mammals, furbearing, and nongame mammals, reptiles, and amphibians; and,

WHEREAS, the Department would like rehabilitation work to be done on some species of wildlife; and,

WHEREAS, the Department frequently takes possession of sick, injured, or orphaned wildlife and lacks facilities for their care; and,

WHEREAS, the parties hereto desire to coordinate a program of wildlife rehabilitation by means of this MOU,

NOW, THEREFORE, it is mutually agreed and understood as follows:

Unless otherwise authorized in this MOU, the Permittee may possess and provide care for sick, injured, or orphaned game birds, protected nongame birds, resident small game mammals, nongame mammals furbearing mammals, reptiles, and amphibians pursuant to California Code of Regulations, Title 14 (Title 14) section 679 (Section 679); the Third Edition 2000 National Wildlife Rehabilitation Association/ International Wildlife Rehabilitation Council Minimum Standards for Wildlife Rehabilitation; and the conditions listed below. The Permittee may not rehabilitate any mountain lions or big game mammals listed in Title 14, section 350, which include deer (EXCEPT fawns), elk, pronghorn antelope, wild pig (feral pigs, European wild pigs and their hybrids), black bear, and Nelson bighorn sheep. Wildlife caging shall comply with the 2000 Wildlife Rehabilitation and Care Standards. Copies of Section 679 and lists of fully protected, threatened, and endangered wildlife species are attached.

POSSESSION AND NOTIFICATION REQUIREMENTS

1. This MOU does not authorize the Permittee or any representative of the Permittee to possess or capture for rehabilitation purposes, any healthy wildlife from the wilds of this State, or any animals that are deemed nuisance wildlife that are trapped by pest control agencies or operators. Orphans of nuisance animals may be rehabilitated and released in accordance with the provisions of this MOU, the Fish and Game Code, and other laws, but not the nuisance parent animal.
2. The Permittee shall construct, and at all times maintain, visual barriers between different

species and along frequently traveled paths and walkways used by the Permittee and volunteers to avoid habituation and minimize stress on wildlife undergoing rehabilitation.

3. The Permittee shall not allow domestic animals to intermingle or come into contact with wildlife undergoing rehabilitation. This prohibition includes, but is not limited to, keeping chickens outside of wildlife cages and allowing domestic dogs or cats to live or intermingle with wildlife being rehabilitated inside residences, garages, or other structures.
4. Chemical Immobilization of free ranging wildlife is strictly prohibited.
5. Exotic (non-native) restricted species listed in section 671, Title 14 may not be possessed pursuant to this MOU.
6. The Permittee shall not initiate any rescue efforts for any mountain lion or big game mammals, including deer (EXCEPT fawns), elk, pronghorn antelope, wild pig, black bear, and Nelson bighorn sheep. If the Permittee receives any calls regarding mountain lions or big game mammals (EXCEPT fawns), the Permittee shall direct the caller to contact the Department directly. The Permittee shall notify the Department immediately, or on the next working day, if the Permittee receives any endangered, threatened, fully protected, big game mammal, mountain lion, or exotic (non-native) restricted species listed in section 671, Title 14, CCR. The Permittee shall notify the Department by calling: the Wildlife Investigations Lab (WIL) at telephone (916) 358- 2790; or the nearest Department Regional office, between 8:00 A.M. and 5:00 P.M. Monday through Friday. If reporting is on the weekend or after hours, leave a message so contact can be made the next business day and contact enforcement 1-888-DFG CALTIP (1-888-334-2258).
7. All wildlife, carcasses, or parts of wildlife possessed under the provisions of this MOU shall remain the property of the people of the State of California through the Department. The Permittee is granted only temporary custody of such wildlife and must exhibit/surrender such wildlife or part upon demand made by any employee of the Department.
8. The Permittee shall report any suspected incident of wildlife poisoning or any increase in mortality of housed wildlife suspected to be caused by an infectious, contagious disease to the WIL [(916) 358-2378 (nongame mammals), (916)-358-1194 (game mammals), or the (916) 358-1662 (birds)], as soon as practical. The Permittee shall obtain Department approval before submitting any carcass to a diagnostic lab, other than the WIL, for necropsy. The Permittee shall forward copies of any lab results to the WIL once they are received by the rehabilitation facility.

FAWNS

9. Fish and Game Code Section defines a spotted fawn as a deer one year of age or less that has spotted pelage. In the unusual event that an out of state fawn is transported into this state and brought to the Permittee, the fawn shall be isolated from other wildlife. In addition, the Permittee shall immediately notify the Wildlife Rehabilitation Coordinator and the WIL, and either arrange for immediate transport to send the fawn back to the original state where it came from or humanely euthanize the fawn.

RELEASE OF WILDLIFE

10. Upon the recovery of a sick or injured wildlife specimen, or determination that an

orphaned specimen is ready for release, the Permittee shall release the animal in a suitable habitat near where the animal originated (as close as possible to original location and within a ten-mile radius). The release of any wildlife on private property requires permission of the landowner. The release of wildlife on local, state, or federal land requires permission from the agency that manages that property.

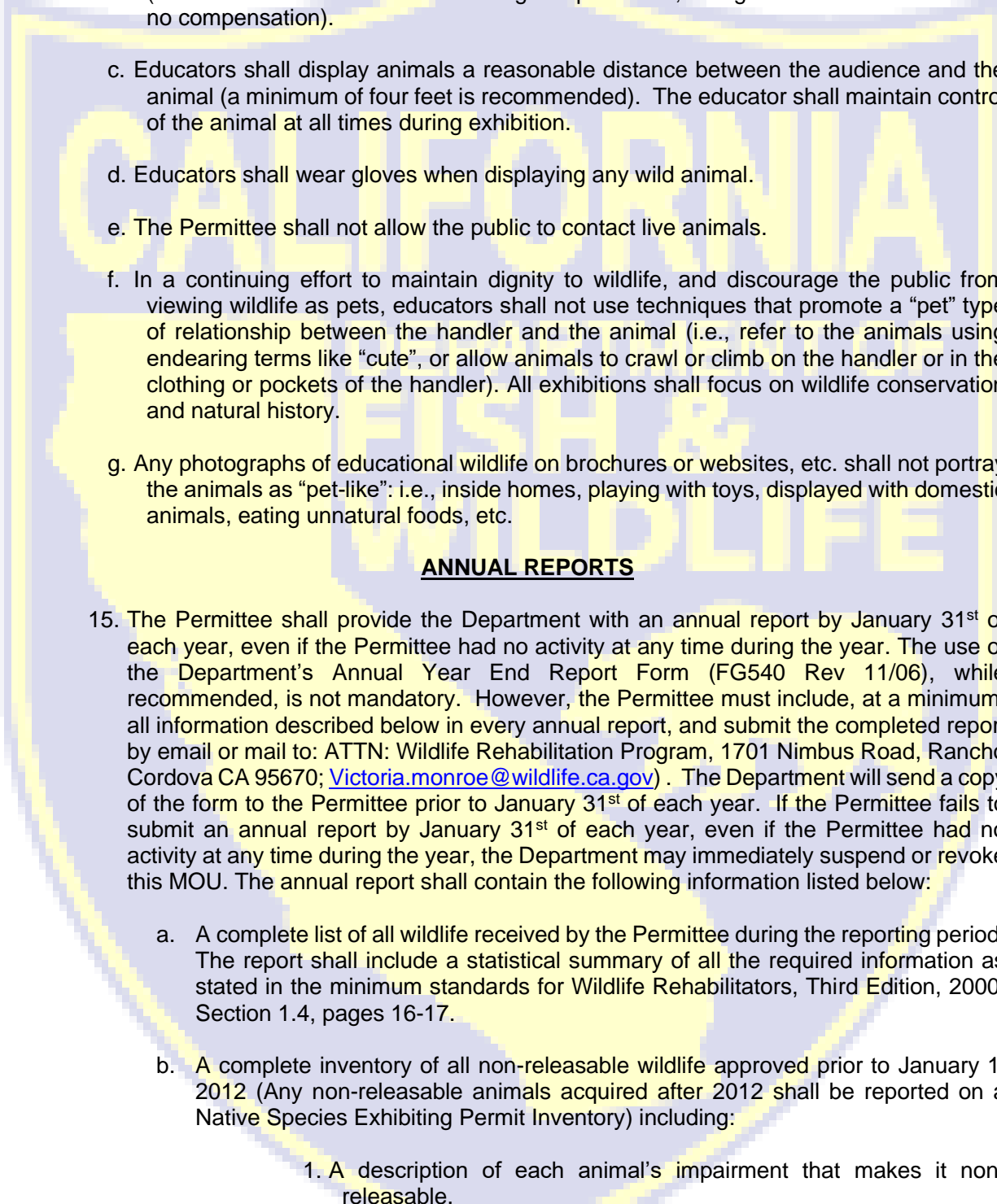
11. Opossums, Eastern Gray Squirrels, Red Fox Squirrels, Rock Pigeons, Eurasian Collared Doves, House Sparrows, and European Starlings, although not native to California, may be rehabilitated and released pursuant to the conditions listed in this MOU. However, these animals adversely compete with native California wildlife to their detriment. Thus, the Department recommends euthanasia rather than release.
12. The Permittee shall not display or exhibit any orphaned, injured or diseased wild animal that is possessed for care or treatment under the authority of this MOU, nor shall the Permittee allow any other person to do so. Upon approval from the Wildlife Rehabilitation Coordinator, animals undergoing rehabilitation may be photographed or filmed briefly for press releases or educational films that promote wildlife conservation. Permittees and volunteers shall follow the media contact conditions in Appendix A. Wildlife Rehabilitators should always wear appropriate gloves when handling any wild animal.

NON-RELEASABLE

13. If the Permittee wishes to exhibit non-releasable injured or orphaned wildlife, he or she shall obtain a Native Species Exhibiting Permit pursuant to section 671.1, Title 14. Non-releasable birds require additional permission/permit from the USFWS.
 - a. Only wildlife determined by the Department (contact the Wildlife Investigations Laboratory by email or telephone at (916) 358- 2790; or the nearest Department Regional office) to be permanently injured or non- releasable due to imprinting or habituation and suitable for public exhibition will be eligible for non-releasable status. A veterinarian shall prepare a written document describing the permanent injury that qualifies the animal as non-releasable. A copy of the veterinarian's document shall be forwarded to the Department within 7 days of the veterinarian's classification.
 - b. In the unusual event that an animal is brought into a center imprinted or severely habituated, the Permittee shall notify the Department within 72 hours after the determination has been made. If an animal becomes imprinted or severely habituated during the rehabilitation process, the Permittee shall either, transfer the animal to another rehabilitation center (other than the responsible rehabilitator), euthanize the animal, or transfer it to a Department-approved Native Species Exhibiting Permittee.

EDUCATIONAL WILDLIFE APPROVED BY THE DEPARTMENT PRIOR TO 2012 AND POSSESSED UNDER A WILDLIFE REHABILITATION MOU

14. This section only applies to non-releasable educational wildlife approved for possession by the Department prior to January 1, 2012.
 - a. The Permittee shall maintain all non-releasable educational wildlife in accordance with the caging and care provisions listed in sections 671.2 and 671.3, Title 14, unless otherwise authorized by the Department.

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- b. Exhibitors, including the Permittee, wishing to use wildlife for educational purposes must be either licensed or registered as an exhibitor by the U. S. Department of Agriculture (a "licensed" exhibitor is one receiving compensation; a "registered" exhibitor receives no compensation).
 - c. Educators shall display animals a reasonable distance between the audience and the animal (a minimum of four feet is recommended). The educator shall maintain control of the animal at all times during exhibition.
 - d. Educators shall wear gloves when displaying any wild animal.
 - e. The Permittee shall not allow the public to contact live animals.
 - f. In a continuing effort to maintain dignity to wildlife, and discourage the public from viewing wildlife as pets, educators shall not use techniques that promote a "pet" type of relationship between the handler and the animal (i.e., refer to the animals using endearing terms like "cute", or allow animals to crawl or climb on the handler or in the clothing or pockets of the handler). All exhibitions shall focus on wildlife conservation and natural history.
 - g. Any photographs of educational wildlife on brochures or websites, etc. shall not portray the animals as "pet-like": i.e., inside homes, playing with toys, displayed with domestic animals, eating unnatural foods, etc.

ANNUAL REPORTS

- 15. The Permittee shall provide the Department with an annual report by January 31st of each year, even if the Permittee had no activity at any time during the year. The use of the Department's Annual Year End Report Form (FG540 Rev 11/06), while recommended, is not mandatory. However, the Permittee must include, at a minimum, all information described below in every annual report, and submit the completed report by email or mail to: ATTN: Wildlife Rehabilitation Program, 1701 Nimbus Road, Rancho Cordova CA 95670; Victoria.monroe@wildlife.ca.gov . The Department will send a copy of the form to the Permittee prior to January 31st of each year. If the Permittee fails to submit an annual report by January 31st of each year, even if the Permittee had no activity at any time during the year, the Department may immediately suspend or revoke this MOU. The annual report shall contain the following information listed below:
 - a. A complete list of all wildlife received by the Permittee during the reporting period. The report shall include a statistical summary of all the required information as stated in the minimum standards for Wildlife Rehabilitators, Third Edition, 2000, Section 1.4, pages 16-17.
 - b. A complete inventory of all non-releasable wildlife approved prior to January 1, 2012 (Any non-releasable animals acquired after 2012 shall be reported on a Native Species Exhibiting Permit Inventory) including:
 - 1. A description of each animal's impairment that makes it non-releasable.
 - 2. The date the animal was classified as non-releasable.

3. The location where the animal is being held.

4. The total number of non-releasable animals possessed by the Permittee.

- c. A description of all die-offs or mortality events, significant disease events, unusual injuries, and unusual occurrences involving sick or injured wildlife.
- d. A dated signature at the end of the annual report, and immediately below a statement that says the following: "I certify that the above information is true and correct to the best of my knowledge. I understand that any false statements herein may result in the loss of my Wildlife Rehabilitation Memorandum of Understanding."
- e. The Permittee shall provide a current and accurate record of all paid staff and volunteers. For each satellite, the Annual Report shall contain the name of the person maintaining the satellite, address and phone number. A satellite is a location where rehabilitation is performed other than at the address listed on this MOU.

GENERAL CONDITIONS

- 16. The Permittee may transfer raptors to a licensed California falconer for rehabilitation purposes. Such raptors shall be maintained by the falconer and used in accordance with all California and federal falconry laws and regulations.
- 17. The Permittee shall keep wildlife rehabilitation records available for inspection for five years following the end of the calendar year covered by the records. These records include complete and accurate records of all wildlife received, including the date received, type of injury or illness, disposition, and date of disposition. After five years, the Permittee may dispose of wildlife rehabilitation records.
- 18. The Permittee may not retain any animal rehabilitated pursuant to this MOU for more than 180 days without additional authorization from the Department's Wildlife Rehabilitation Coordinator.
- 19. If the Permittee rehabilitates migratory birds, the Permittee must have a valid Federal Migratory Bird Rehabilitation Permit issued by the United States Fish and Wildlife Service.
- 20. Every paid staff member or unpaid volunteer of a wildlife rehabilitation organization who physically handles wildlife shall read this MOU and sign a document affirming he or she understands and shall abide by the terms and conditions of the MOU. The Permittee shall maintain the affirmation documents where wildlife is possessed and make such documents available to the Department upon request.
- 21. This MOU does not authorize the Permittee to use traps to capture wildlife. If trapping is required to capture an animal, the Permittee shall first obtain permission of local Department personnel to trap wildlife for rehabilitation purposes on a case-by-case basis.
- 22. The Permittee shall not transfer or donate any wildlife or carcasses or parts of wildlife possessed under the privilege of this MOU without first receiving approval from the

Department. Wildlife carcasses shall be disposed of by burial or incineration, used as food for other wildlife, or disposed using other means approved by the Department. Disposal of wildlife carcasses shall be in accordance with local, city and county codes.

23. The Department may conduct unannounced visits to inspect the rehabilitation facility and any wildlife possessed by the Permittee during a reasonable time of the day and on any day of the week. The Department may also inspect, audit, or copy any permit, license, book, or other record required to be kept by the Permittee pursuant to this MOU, the Fish and Game Code, or any regulation adopted pursuant thereto.

SATELLITES

25. Each volunteer maintaining a satellite facility shall keep a copy of the signed MOU.
26. To qualify as a satellite facility, the proposed facility shall pass an inspection, following the same standards as the main rehabilitation facility. The inspection shall be completed by the Permittee or a representative of the Permittee prior to approving the volunteer to possess animals at the satellite facility, unless otherwise authorized by the Department. If a satellite violates any term of this MOU, the Fish and Game Code, or any regulation adopted pursuant to the Fish and Game Code, the Permittee's MOU may be suspended or revoked by the Department. A New Volunteer Form (FG541 Rev 11/17) has been created by the Department for satellite facilities. Contact the Wildlife Rehabilitation Coordinator for a copy of the form.
27. Satellites must be located within a reasonable distance of the Permittee with whom they are affiliated. It is recommended that satellites stay within the same region or county of the Permittee. A person maintaining a satellite facility shall contact the Wildlife Rehabilitation Coordinator for permission to rehabilitate animals for an additional permittee other than the local /nearest permittee.
28. The Department may conduct unannounced visits to inspect a satellite facility, rehabilitation records and any wildlife possessed at the satellite facility during a reasonable time of the day and on any day of the week. The Department may immediately terminate a volunteer's privileges to operate a satellite facility if the volunteer refuses to be available to participate in an inspection or refuses to allow an inspection. Upon termination of a volunteer's privileges to operate a satellite facility, the volunteer shall immediately surrender all animals housed at the satellite facility to the Department or the Department's designee.

This MOU is valid through December 31, 2023, but it may be terminated upon the mutual agreement of the Department and the Permittee. The Department may immediately suspend or revoke this MOU if the Department determines that the Permittee (including any representative, staff, volunteer, or satellite of the Permittee) has not complied with a term or condition of this MOU, any provision of the Fish and Game Code, or any regulation adopted pursuant to the Fish and Game Code. The Permittee may appeal suspension or revocation of this MOU by filing a written request for an appeal with the Fish and Game Commission (Commission) no later than thirty days after receipt of the Department's notice of suspension or revocation. Upon the termination, suspension, or revocation of this MOU, and regardless of whether the Permittee has timely appealed to the Commission, all animals possessed under the privileges of this MOU shall be immediately transferred, surrendered, or humanely euthanized as directed by the Department.

The Permittee agrees to indemnify, defend and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any person or property in connection with the performance of this MOU.

This MOU has been executed by and on behalf of the parties hereto as to the day and year first written. The Permittee shall notify the Department in writing within ten days of a change in the address of the facility, or if there is a change in the facility's director or president. The notification shall include the name of the person who will be replacing the original signer of this MOU, and such notification shall become part of the original MOU.

By signing this signature page, the Permittee agrees to comply with all of the conditions of this MOU, section 679, Title 14, CCR, and the Fish and Game Code.

Vicky Monroe Date
Conflict Programs Coordinator
Wildlife Investigations Laboratory
CA Department of Fish and Wildlife

Permittee Signature Date

Print Name

Organization Name

Appendix A

Media Contact Conditions

1. Ask the media entity to use videos or photographs you have previously taken, instead of allowing them to visit the facility and take new photos or videos. If the media entity/representative would like to take their own pictures or footage, ask them to be brief and not touch or talk to the wildlife.
2. Make an effort to stay out of any pictures and videos. If the rehabilitator or other human is in contact with the wild animal, it may promote “pet-like” images.
3. Always ask the media to photograph the animal in a manner that portrays it as a wild animal and not as a pet.
4. If you have to be in the photo or video, **do not** handle the animals in a pet like manner. For example, during the shoot, do not allow animals to crawl on you, suckle your fingers, drink out of a bottle while being coddled, sit in your pocket, etc.
5. Please clear any media events with the Department’s Wildlife Rehabilitation Coordinator (and you may want to notify the USFWS if you are using a federally permitted bird(s)) in advance.
6. Do not allow the media or other members of the public to handle wildlife!
7. Keep the focus of the story about wildlife, their natural history, conservation, and how to live in harmony with wildlife.
8. Do not present wildlife in unnatural settings, e.g., having human toys or people food in the picture or presenting animals wandering around your house or on top of desks or computers.

Many rehabilitation centers have education animals and these conditions for media contacts should also be followed when doing an educational presentation.