

AMENDED MEMORANDUM OF UNDERSTANDING
BETWEEN
HOT SPRINGS VILLAGE PROPERTY OWNERS' ASSOCIATION, INC.
AND
HOT SPRINGS VILLAGE ANIMAL WELFARE LEAGUE, INC.

This Amended Agreement ("MOU") is made by and between the Hot Springs Village Property Owners' Association, Inc. ("POA") and the Hot Springs Village Animal Welfare League, Inc. ("AWL").

This AMENDED MOU is written and agreed upon with reference to the following facts:

1. The POA and the AWL have worked cooperatively as outlined in the Memorandum of Understanding ("MOU") placed into effect between the POA and AWL on October 17, 2012;
2. This AMENDED MOU contains the terms of the MOU dated October 17, 2012, with amendments because of changes in the working relationship between the parties; and
3. Because the AWL, a nonprofit Arkansas corporation, agrees to contribute funds to make certain upgrades or changes to the existing POA Shelter building by mutual agreement with the POA, the POA agrees to the following changes in consideration for that contribution from the AWL nonprofit corporation, and for other mutual actions and payments received hereinbelow.

NOW, therefore, the parties to the Agreement hereby agree to the following AMENDED MEMORANDUM OF UNDERSTANDING.

Mission Statement:

The joint mission of both organizations is to promote responsible pet ownership, prevent the spread of animal borne diseases, protect the public by capturing nuisance animals from within the Village, and accept animals surrendered by Village property owners. This mission will provide a temporary shelter for stray or unwanted animals, and maintain a vigorous adoption program for companion animals, to include health screening, vaccinations, and mandatory spay or neutering of same. All activities shall be in compliance with state, federal, local laws and ordinances, and POA policies, and performed by a humane and professional staff. The care and treatment of all animals will be carried out in the spirit of the guidelines of the Humane Society of the United States.

Mutual Objectives:

1. Follow all federal, state, and local laws and ordinances, and POA policies pertaining to animals.
2. Proactively work to reunite lost animals with their owners.
3. Minimize any exposure of the public to animal-transmitted disease and dangerous animals.
4. Minimize the exposure of animals held in the shelter to disease.
5. Relieve the pain and suffering of animals.
6. Continue training and education for management and staff.
7. Promote responsible pet ownership through registration of all companion animals.
8. The AWL will use the adoption side of the shelter building for housing of adoptable animals that are the property of AWL and for office space for its business. Any structural changes will be done with the approval of the POA. All furniture, cages, and other unattached items will belong to the AWL and the AWL will have control of their arrangement and use.
9. Maximize the adoption of adoptable companion animals.
10. Support spay and neuter clinics, trap-neuter-return ("TNR") programs or other programs that will control the overpopulation of companion animals.
11. Increase public awareness of animal issues through educational programs.
12. Investigate and when appropriate cooperate with Breed Rescue groups and other animal welfare organizations.
13. Upon intake, provide all animals with flea and tick prevention.
14. AWL shall maintain liability insurance that includes liability against general claims against AWL and liability for the Directors and Officers of AWL, and AWL indemnifies the POA against any claims or actions by AWL volunteers or guests for injuries or damages to persons or property caused by AWL actions or personnel while on POA property. The POA shall maintain liability insurance that includes liability against general claims against the POA, and the POA indemnifies AWL against any claims or actions for injuries or damages to persons or ~~property~~ caused by POA actions or personnel while on POA property.
15. Fund reasonable medical costs, including sterilization and vaccinations, once an animal is declared suitable for adoption.
16. Provide food and litter for all animals in the care of the POA and AWL.
17. AWL to provide all financial support for its office operations within the POA building, including but not limited to, a dedicated telephone line and Internet.
18. AWL agrees to pay for all costs associated with items 10, 11, 12, 13, 14, 15, 16, and 17.

Operating Principles:

1. The POA shall be responsible for the collection of animals and the investigation and disposition of animal cruelty and neglect matters.
2. The POA shall be responsible for the disposition of all wildlife that are brought to the shelter.

3. The POA shall be responsible for maintaining the building and equipment in good working order.
4. The POA shall be responsible for and in control of all animals while in the shelter except animals that are transferred to the ownership of the AWL. AWL will then assume total responsibility for such animal.
5. Once an animal is declared suitable for adoption and transferred to the ownership of the AWL, AWL shall be responsible for approving all adoptions.
6. The POA and AWL shall share in the responsibility of caring for the companion animals that come to the shelter, whether they are in the control of the POA or AWL, in accordance with the following protocols:
 - a. Unless diseased, distressed, or injured, all companion animals shall be placed in observation for five calendar days. Exceptions may be made for animals returned to their legal owner; the return of companion animals previously processed through the shelter and returned in a reasonable time; and animals that are surrendered with adequate medical records.
 - b. All medication and treatment of animals that requires veterinarian prescription shall be performed under the instruction of a licensed veterinarian, in accordance with the protocols mutually agreed upon by the POA and AWL.
 - c. The feeding and cleaning duties of the shelter shall be shared by POA and the AWL following agreed upon mutually established protocols, as recorded in the Standard Operating Procedures of the POA Animal Control.
 - d. Should an Animal Control Officer decide an animal under the control of the POA needs veterinary evaluation or care, the ACO has the authority to take the animal to the veterinarian without approval by the AWL for services up to \$200.00. If a service will cost more than that amount, the ACO must obtain approval from AWL before the service is performed.
7. The POA and the AWL shall share in the effort to reunite companion animals with their owners.
 - a. The POA will initiate contact with an animal's owner when an animal has a valid registration tag, ID tag, other identifying tag, or microchip.
 - b. The POA will notify Village residents of stray companion animals that have come to the shelter and place a picture of the stray animals taken at the time of intake on the POA website, Facebook, or other media that will inform residents.
8. Both parties will continue to work to reduce the population of unwanted companion animals through the active participation in education programs, the management of spay and neuter clinics, and TNR programs for feral cats.
9. An animal that has entered Animal Control Intake may be deemed not adoptable and may be considered for euthanasia.
 - a. No companion animal will be euthanized in fewer than five working days from date of intake unless the animal has a serious communicable disease, is severely ill or injured, or exhibits dangerously aggressive behavior.
 - b. A criterion for euthanasia shall not be a fixed time period or age.
 - c. The decision to euthanize an animal that is under the control of the POA shall be made by the ACO for the POA, an AWL representative, and the

veterinarian serving the AWL. All three must agree that the animal is not adoptable.

- d. If the ACO and AWL representative disagree about whether an animal is adoptable, both parties shall meet and discuss the evidence and review the animal's behavior and health. If necessary, the ACO and AWL representative may meet with the POA supervisor of Animal Control and the President of AWL to resolve the disagreement. If no agreement is reached, both parties will consult with the veterinarian, and the majority decision will be followed.
 - (1) If the animal is still under the control of the POA and is considered a liability risk by the POA but the veterinarian and AWL consider the animal adoptable, then AWL must take ownership of the animal and not allow it to be housed in the shelter building.
 - (2) If the animal is considered adoptable by the POA and the veterinarian, but AWL considers the animal unadoptable, AWL may refuse ownership.
 - e. If both the POA and AWL consider the animal unadoptable, but the veterinarian refuses to euthanize it, the POA may dispose of the animal rather than transfer ownership to AWL. Disposition of the animal is at the POA discretion.
 - f. If an animal has been transferred to AWL ownership, but it develops threatening behavior or becomes severely ill or injured, AWL may request that the animal be euthanized with the approval of the veterinarian.
10. The POA shall be responsible for recordkeeping of animals that come through the shelter using HSUS guidelines as a template.
- a. The POA shall open and maintain a file on each animal brought into the shelter, from intake through disposition.
 - b. The POA will pass to AWL the redacted file of companion animals identified as adoptable so that the AWL can assume primary responsibility for finding homes for these companion animals.
 - c. The POA shall prepare periodic reports to communicate the activities of Animal Control Intake.
11. The POA and the AWL will meet at least quarterly to review any operational issues. Dispute resolution process to be defined by both parties. Appropriate reports will be prepared by both organizations and shared.

This agreement supersedes all previous agreements. The agreement may be modified or adjusted by mutual agreement, in writing, and signed by both parties. Either party may terminate this agreement by giving written notice, at least thirty (30) days in advance, if for cause, and shall meet with the other party to mediate. After such meeting, either party may give another thirty (30) days' written notice to terminate this agreement if issues have not been resolved. Additionally, the Party receiving notice by the other Party may waive all of the requirements and terminate immediately.

This revision to the MOU is approved and adopted by the Hot Springs Village Property Owners' Association, Inc. and the Hot Springs Animal Welfare League, Inc.

Hot Springs Village Property Owners' Association, Inc.

By

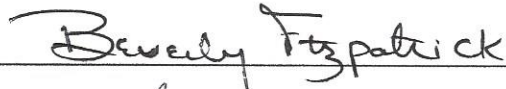


Attest: 

Date: 2-19-16

Hot Springs Village Animal Welfare League, Inc.

By

, President

Attest: , 1st Vice President

Date: 2/15/16