

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

This Memorandum of Understanding (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) and replaces all forgoing agreements or Memoranda of Understanding between these two entities.

**Governing Authorities**

The governing authorities for this alliance include, but are not limited to:

- Federal and State (Arkansas) laws
- County Ordinances
- POA Governing Documents: Covenants, Declarations, Policies, and Rules and Regulations

**Purpose and Scope**

This MOU governs the alliance between the POA and AWL for the purpose of providing animal services exclusively to Hot Springs Village residents within the below designated service area through the joint use of the POA provided shelter located at 195 Cloaca Lane, Hot Springs Village, Arkansas, 71909.

The service area of this alliance, including the use of the shelter, POA employees, and POA equipment, is limited to the borders of the POA controlled areas within Hot Springs Village, Arkansas. No POA animal services will be rendered outside this defined area unless an exception is granted by the POA. The service area does not include those portions of zip code 71909 (or any other contiguous zip code) lying outside the borders of the POA controlled area.

The animal related services included in this alliance include, but are not limited to:

Service	Responsible Party
1. All Wildlife Issues	POA
2. Animal Neglect/Abuse/Abandonment enforcement	POA
3. Animal Ordinance enforcement (barking, leash, etc.)	POA
4. Dead Animal pickup and disposal	POA
5. Stray, Nuisance, or Vicious animal collection and disposition	POA
6. Surrender Receiving and animal qualification	POA
7. Animal In-take (for all animals entering shelter)	POA
8. Veterinarian interface (for shelter animals)	AWL
9. Adoption Services and Counseling (regarding shelter animals)	AWL
10. Transfer certain animals to AWL partner no-kill organizations	AWL
11. Provide Educational Programs	AWL
12. Provide a TNR (trap, neuter, release) feral cat program (with POA)	AWL
13. Provide Spay and Neuter clinics and spay/neuter voucher program	AWL

Additional services must meet the requirements and conditions of the Governing Documents and Purpose and Scope as outlined above and be agreed to by both parties in writing. Such supplementary documents will be added as an Addenda to this MOU.

### **Mission of the Alliance**

The mission of this alliance 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.

Additionally, this alliance 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. All activities shall follow federal, state, and county laws and ordinances, POA governing documents, 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.

### **Duties and Responsibilities**

#### POA

1. The POA is responsible for overall management of the shelter.
2. The POA is responsible for securing confidential records, firearms, and ammunition and any other items deemed necessary by POA management.
3. The POA is responsible for the development, approval, and implementation of their Standard Operating Procedures necessary to meet the responsibilities outlined in this MOU.
4. The POA shall be responsible for responding to animal related complaints from residents directly to the POA or AVL, and through Hot Springs Village Police Department.
5. The POA is responsible for cleaning, disinfecting, and maintaining all kennels, cages, (as well as certain work surfaces, floors, and hallways) on both the intake and adoption sides of the shelter per POA Standard Operating Procedures.
6. The POA shall be responsible for the collection of animals.
7. The POA shall be responsible for the investigation and disposition of animal cruelty and neglect matters.
8. The POA shall be responsible for the disposition of all wildlife brought to the shelter or captured by the POA.
9. The POA is responsible for the collection and disposition of dead animals in common areas, roadways, and rights-of-way.
10. The POA shall be responsible for and in control of all animals while in the intake process.
11. The POA is responsible, upon intake, to apply flea and tick prevention to all animals.
12. The POA is responsible for 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.

13. 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.
14. The POA shall be responsible for recordkeeping of animals that come through the shelter using Humane Society of the United States (HSUS) guidelines as a template.
  - a. The POA shall open and maintain a confidential 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.
15. The POA shall prepare periodic reports to communicate the activities of Animal Control Intake.

#### AWL

1. The AWL is responsible for the development, approval, and implementation of their Standard Operating Procedures necessary to meet the responsibilities outlined in this MOU.
2. The AWL is responsible for all adoption services.
3. The AWL is responsible for all animals that are transferred to the ownership of the AWL while housed in the shelter or in foster care awaiting adoption.
4. Once an animal is declared suitable for adoption and transferred by the POA to the AWL, AWL shall be responsible for approving all adoptions.
5. The AWL is responsible to assist in the maintenance of the cleanliness, disinfection of all kennels, cages, work surfaces, floors, and hallways on the adoption side of the shelter per Standard Operating Procedures.
6. Increase public awareness of animal issues through educational programs.
7. Investigate, and when appropriate, cooperate with Breed Rescue groups and other animal welfare organizations for the adoption of companion animals.
8. Provide monthly activity, status, and operational financial reports to POA, if requested.
9. AWL will fund reasonable medical costs, including sterilization and vaccinations, once an animal is declared suitable for adoption and for medical supplies, medications, and tests necessary for disease control (including worming, flea, and tick control supplies) for animals entering the shelter through the intake process.
10. AWL will provide food and litter for all animals in the care of the POA and AWL.
11. AWL to provide all financial support for its office operations within the POA building.
12. AWL will provide funding for programs for items above in the AWL section.



#### Alliance (Mutual)

1. Follow all federal, state, and county laws and ordinances, and POA policies pertaining to animals.
2. Proactively work to reunite lost animals with their owners.
3. Maximize the adoption of adoptable companion animals.
4. Minimize any exposure of the public to animal-transmitted disease and dangerous animals.
5. Minimize the exposure of animals held in the shelter to disease.
6. Relieve the pain and suffering of animals.
7. Maintain adoption programs, such as home-to-home, to minimize the need for animals to be impounded during the adoption process.
8. Promote responsible pet ownership through POA registration of all companion animals.
9. 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.
10. Support spay and neuter clinics, trap-neuter-return ("TNR") programs or other programs that will control the overpopulation of companion animals.

#### **Shelter Operations**

##### Transfer of Ownership of Animals

1. The POA is responsible to ensure that all animals remain in intake for a period no less than 5 calendar days for the purposes of observation and owner location. During this period the AWL determines if the animal is adoptable. After the 5-day minimum, and if the animal is deemed to be adoptable, and if the POA is satisfied that no owner can be found, the POA will release the animal to the ownership of the AWL.
2. When surrendered by residents within the service area, and ownership of the surrendered animal is proven to the satisfaction of the POA through veterinary records, registration, microchip, or other documentation, at the discretion of the POA, and if the AWL deems the animal adoptable, the animal may be immediately released to the ownership of the AWL for adoption.
3. Once an animal is declared suitable for adoption and transferred to the ownership of the AWL, AWL shall be responsible for approving all adoptions.
4. If an owner is found while the animal is in the possession of the POA, the return of the animal to the owner will be at the sole discretion of the POA.
5. If an owner is found while the animal is in the possession of the AWL, the return of the animal to the owner will be at the sole discretion of the AWL.

##### Care Protocol for Impounded or Fostered Animals (in Intake or Adoption)

- I. All companion animals housed in the shelter or in foster care will be cared for in accordance with the following protocols:
  - a. Unless diseased, distressed, or injured, all companion animals shall be placed in observation for no less than 5 calendar days. Exceptions may be made for animals returned to their legal owner, the return of companion animals adopted through this shelter and returned in a reasonable time, and animals that are surrendered fully vaccinated and 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 the POA and the AWL as described in this MOU and as mutually agreed.
- d. Should the Animal Control supervisor or an Animal Control Officer decide an animal under the control of the POA needs veterinary evaluation or care, they have the authority to take the animal to the veterinarian without pre-approval by the AWL for services up to \$200.00. If a service will cost more than that amount, the approval from AWL must be obtained before the service is performed.

#### Intake Requirements

- 1. The POA must be directly involved in and approve every intake into the shelter of a companion animal. All intake documents contain confidential information and must be kept in a secured location.
- 2. Service area jurisdictional restrictions are strictly enforced for all animals that are housed in the POA shelter, unless an exception is granted by the POA.
- 3. In the case of Village residents surrendering their companion, the AWL will assist in the intake process by providing counseling to the surrendering owner as to options such as home-to-home adoption to save the animal from impoundment while awaiting adoption. In such cases the AWL will also determine the potential adaptability of the animal. An AWL representative may be present at any surrender, at AWL discretion.
- 4. AWL will accept the return of an animal previously adopted from the AWL per the Adoption Contract and may house that animal in the shelter until adopted by another owner.

#### Euthanasia of Animals

- 1. An animal that has entered Animal Control Intake may be deemed not adoptable and may be considered for euthanasia.
- 2. 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.
- 3. A criterion for euthanasia shall not be a fixed time period or age.
- 4. The decision to euthanize an animal that is under the control of the POA shall be made by an authorized representative, an AWL representative, and the veterinarian serving the Alliance. All three must agree that the animal is not adoptable.
  - a. If the POA and AWL representatives 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 POA and AWL representatives 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.
  - b. 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.
  - c. If the animal is considered adoptable by the POA and the veterinarian, but AWL considers the animal unadoptable, AWL may refuse ownership.

- d. If both the POA and AWL consider the animal unadoptable, but the veterinarian refuses to euthanize it, the POA may humanely euthanize the animal rather than transfer ownership to AWL. Disposition of the animal is at the POA discretion.
- e. 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 following the AWL's Euthanasia Policy and Procedure.

This MOU supersedes all previous MOUs and may be modified, adjusted or Addenda added by mutual agreement, in writing, and signed by both parties.

Either party may terminate this MOU, by giving written notice, at least thirty days in advance, if for cause, and shall meet with the other party to mediate. After such mediation, either party may give another thirty (30) days written notice to terminate this MOU if issues have not been resolved.

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

In the event of any conflict between the terms of this MOU and the Lease Agreement relating to the shelter located at 195 Cloaca Lane, the provisions of the Lease Agreement shall prevail

Hot Springs Village Property Owners' Association, Inc.

By: , General Manager  
Ken Unger

Date: 3/10/25

State of Arkansas

County of Saline

On this the 10<sup>th</sup> day of March, 2025 before me, Jacob Randall Smith the undersigned officer, personally appeared Ken Unger known to me (or satisfactorily proven) to be the person whose name Ken subscribed to the within instrument and acknowledged that Ken executed the same for the purpose therein.

In witness whereof I hereunto set my hand and official seal.





Jacob Randall Sowell  
Signature of notarial officer  
Staff Accountant  
Title

Hot Springs Village Animal Welfare League, Inc.

By: Beverly Fitzpatrick, President  
Beverly Fitzpatrick

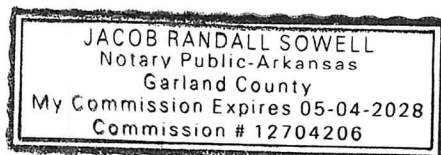
Date: 3/10/25

State of Arkansas

County of Saline

On this the 10<sup>th</sup> day of March, 2025 before me, Jacob Randall Sowell, the undersigned officer, personally appeared Beverly Fitzpatrick known to me (or satisfactorily proven) to be the person whose name Beverly subscribed to the within instrument and acknowledged that Beverly executed the same for the purpose therein.

In witness whereof I hereunto set my hand and official seal.



Jacob Randall Sowell  
Signature of notarial officer  
Staff Accountant  
Title