

MEMORANDUM OF UNDERSTANDING

10/06/2012

BETWEEN

HOT SPRINGS VILLAGE PROPERTY OWNERS' ASSOCIATION ("POA")

AND

HOT SPRINGS VILLAGE ANIMAL WELFARE LEAGUE ("AWL")

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, to 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 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 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 mandatory registration of all companion animals.
8. Provide the AWL with an office in which to carry out its business.
9. Maximize the adoption of adoptable companion animals.
10. Support spay and neuter clinics, trap neuter and release programs ("TNR") 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 co-operate with Breed Rescue and other animal welfare organizations.
13. Upon intake, provide all animals with flea and tick protection.
14. Provide liability insurance and indemnification of 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.

15. Fund reasonable medical costs, including sterilization and vaccinations, once an animal is declared suitable for adoption.
16. Provide food for all animals.
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 web site.
18. AWL agrees to pay for all costs associated with items 10, 11, 13, 15 and 16.

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 is 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 declared suitable for adoption by the POA and transferred to the adoption side of the shelter. AWL will then assume total responsibility for such animal.
5. Once an animal is declared suitable for adoption and transferred to the adoption side of the shelter, 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, 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 shall be performed under the supervision of a licensed veterinarian, as authorized by POA staff.
 - c. The feeding and cleaning duties of the shelter shall be shared by POA and the AWL following agreed upon mutually established protocols.

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 or microchip.
 - b. The POA will develop a program to 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.
 - c. The POA will share the picture of the stray companion animals taken at time of intake with the AWL which will place the animal on web sites for lost animals.
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. The oversupply of companion animals and the limitation of space of may create a need to euthanize animals. It is understood that euthanasia is a last resort, and as such:
 - a. No companion animal will be euthanized in less than 5 working days from intake unless the animal has a communicable disease, is severely injured, or exhibits aggressive behavior.
 - b. The primary criteria for euthanasia should not be a fixed time period but a function of age, health, temperament, physical condition, behavior, and space.
 - c. The POA and one (1) pre-designated AWL representative will consult on any decision prior to a companion animal being euthanized.
 - d. Any disagreements between the POA and AWL regarding the need to euthanize shall be forwarded to the Director of Planning and Inspections for a final determination.
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 any companion animal identified as adoptable; with the AWL assuming primary responsibility for finding homes for these companion animals.
 - c. The POA shall prepare periodic reports to communicate the activities of the shelter.
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 of both parties. Either party by written notice may void this agreement.

This agreement approved and adopted by the Board of Directors of Hot Springs Village Property Owner's Association on this Oct. day of 17 2012.

Hot Springs Village Property Owners' Association

By *Bruce Houston*
President

Attest: *S. Mayhew*
Secretary

Hot Springs Village Animal Welfare League

By *Jerry Jamieson*
President

Attest: *S. Mayhew*
Secretary