

RESOLUTION NO. 2025-12-1241

A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE A CLOSED ADMISSIONS CONTRACT CONCERNING THE PROVISION OF ANIMAL SHELTERING SERVICES BY AND BETWEEN WASHINGTON COUNTY, ARKANSAS AND THE CITY OF TONTITOWN, ARKANSAS.

WHEREAS, the City of Tontitown, Arkansas (the "City"), has a need to ensure the humane and lawful handling, housing, and care of animals within the City limits; and

WHEREAS, Washington County, Arkansas (the "County"), operates or contracts for animal sheltering services and is authorized to enter into agreements with municipalities for the provision of such services; and

WHEREAS, the City and the County desire to enter into a closed admissions contract for animal sheltering services in order to clearly define responsibilities, costs, and operational expectations; and

WHEREAS, the City Council of the City of Tontitown finds that entering into such a contract is in the best interest of the public health, safety, and welfare of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TONTITOWN, ARKANSAS:

SECTION 1. The Mayor of the City of Tontitown is hereby authorized and directed to execute, on behalf of the City, a closed admissions contract with Washington County, Arkansas, concerning the provision of animal sheltering services, in substantially the form presented to the City Council.

SECTION 2. The Mayor is further authorized to take all actions and execute any additional documents necessary to carry out the intent and purpose of this Resolution.

SECTION 3. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED AND ADOPTED by the City Council of the City of Tontitown, Arkansas, this 16 day of Dec, 2025.

Angela Russell

Mayor

ATTEST:

Rhonda Adley

City Clerk

**“CLOSED ADMISSIONS” CONTRACT BETWEEN WASHINGTON COUNTY,
ARKANSAS, AND THE CITY OF TONTITOWN, ARKANSAS**

THIS AGREEMENT is entered into this 1st day of January , 2026 by and between Washington County (“County”), Arkansas and the City of Tontitown, Arkansas (“City”), concerning the provision of animal sheltering services;

WHEREAS, effective animal control is of mutual interest to the County and the City; and,

WHEREAS, the County possesses the necessary facilities to provide animal sheltering services to City.

NOW, THEREFORE, IN CONSIDERATION of mutual promises of the parties’ contained herein and other good and valuable consideration, the parties agree as follows:

ARTICLE I

The County agrees to provide sheltering services for animals delivered to **Lester C. Howick Animal Shelter** in Fayetteville, Arkansas, by designated animal control officers and any citizen who has a letter from a City Official authorizing the County Shelter to accept the animal, according to Shelter surrender policies. The term "sheltering services" shall include, but is not limited to: food, water, shelter, and basic veterinary care (basic care to be provided during normal working hours), euthanasia, and impoundment (up to three (3) days, after which said animal shall become the property of the County). This shall also include after-hours access for the county animal control officers. Emergency Veterinary care will not be offered. Animals needing emergency care shall not be admitted to the shelter.

The County agrees to provide rabies quarantine services for animals delivered to the County Shelter by designated animal control officers. The term “rabies quarantine services” shall include, but is not limited to: isolation of the animal from the public, food, water, shelter, basic veterinary care (basic care to be provided during normal working

hours), and euthanasia. The County shall provide said rabies quarantine services for an animal for up to 10 days, including the day of the bite, at which time the animal shall be deemed free of rabies by a licensed Veterinarian; or three (3) days, if staff capability allows, whereby the animal will be euthanized and the head shipped to the state lab for rabies disease testing and up to ten (10) days, including the day of the bite, for owned animals. At the expiration of ten (10) days of quarantine, the animal may be reclaimed by the owner. If the owner fails to reclaim the animal, it shall become the property of the County and shall be euthanized.

ARTICLE II

Sheltering fees for 2026 shall be \$150.00 per animal which shall be due and payable on the first day of the following month by the City to the County. If an animal is reclaimed, the cost of such shall be borne by the owner. The shelter shall collect the \$150.00 fee at the time of reclamation by the owner and no billing shall be passed on to the City. However, if the owner fails to reclaim or refuses to retrieve any such animal within three (3) days of impoundment, the animal shall be forfeited to the County and billing shall be passed on to the City. Rabies Quarantine fees shall be \$40.00 per day for each day the animal spends in quarantine at the shelter. If an animal is reclaimed, the costs of such shall be borne by the owner; however, if the owner fails or refuses to retrieve any such animal at the end of the quarantine period the animal shall be forfeited to the County and quarantine fees shall be passed on to the City.

ARTICLE III

Animals held for pending court cases, such as dangerous dog or animal cruelty cases, will be charged \$10.00 per day, in addition to other charges that may be accrued. This holding fee shall be paid by the City, unless the animal is reclaimed by the owner, in which case all fees must be paid by the owner before the animal is released.

ARTICLE IV

This agreement shall begin upon execution by the parties and end at midnight on December 31, 2026 subject to annual renewal on such terms as are agreeable by the parties.

ARTICLE V

Neither the County nor the City may assign any of its rights or delegate any of its obligations under this Agreement, without the express written consent of the other.

ARTICLE VI

This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

ARTICLE VII

Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.

ARTICLE VIII

In the event the City knows or suspects that an animal is dangerous or potentially dangerous as defined by County ordinances and fails to inform the County, or fails to inform County of all known behavioral history of animal, then in such case the City shall hold harmless the County from any and all claims or liabilities arising from the performance of this Agreement, provided that nothing in this Agreement shall be construed to alter, limit or otherwise compromise that immunity afforded the County or the City under Constitution and Statutes of the State of Arkansas.

ARTICLE IX

It is agreed that the failure of any party to invoke any of the available remedies under this Agreement, or under law in the event of one or more breaches or defaults by any

party under the Agreement, shall not be construed as a waiver of such provisions and conditions and shall not prevent the parties from invoking such remedies in the event of any future breach or default.

ARTICLE X

This Agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this Agreement shall be valid unless made in writing and signed by the duly authorized agents of the parties.

ARTICLE XI

This Agreement may be terminated by either party upon sixty (30) days written notice to the Chief Elected Official of each party.

IN WITNESS WHEREOF, the City of Tontitown, Arkansas, and Washington County have executed this Agreement on or as of the date first written above.

WASHINGTON COUNTY, ARKANSAS

DocuSigned by:
Catherine Baker
25FD0BAF16DC448...

Signed by:
Patrick Deakins
E158627B4A8740
Patrick Deakins, County Judge

ATTEST:

DocuSigned by:
Becky Lewallen
E132E8077FD9469
Becky Lewallen, County Clerk

CITY OF TONTITOWN, ARKANSAS

Angela Russell
Mayor

ATTEST:

Rhonda Anderson
City Clerk