AGENDA ITEM HISTORY SHEET

ITEM TITLE	AGENDA NO. 11
Coalition of Animal Rescue Transporters (CART)	AGENDA DATE: 1/28/2024

FUNDING CERTIFICATION (Finance Director) (Signature, if applicable)

MANAGEMENT STAFF REVIEW (Signature)

MAYOR (Signature)

ITEM HISTORY (Previous Council reviews, action related to this item, and other pertinent history)

In 2024, Animal Control joined the Central Arkansas Rescue Transport, a small coalition of shelters and rescues that operated for several years with a loose set of rules and guidelines, depending on the individual organizations transporting to ensure cooperation and best practices before, during and after transports.

ITEM COMMENTARY (Background discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

As the coalition has grown, it has become apparent that there was a need for an official agreement, along with standards for operations. As a hosting organization, which conducts transports on behalf of the coalition members, Bryant Animal Control was vital to the development of the SOPs for the coalition, and we successfully negotiated several items both in the membership agreement and in the transport guidelines which were beneficial to all involved, and ensured that the animals received the highest standard of care during the transport itself.

As a member of CART, our organization is one of several across the state who rely on these transports to maintain lifesaving, and our participation allows us to access funds to help cover expenses for these transports.

(This section to be completed by the Mayor)

ACTION PROPOSED (Motion for Consideration)

Motion to approve.

MEMBERSHIP AGREEMENT

This Membership Agreement (the "Agreement") is entered into this __ day of _____ 20__, ("Effective Date") by and between the Coalition of Animal Rescue Transporters ("CART"), an Arkansas non-profit corporation and the undersigned party ("Member").

WHEREAS, CART's mission is to collaborate and share opportunities to transport rescue animals from shelters and rescues to the same in other states that have more adoption demand than in the Coalition members' home area.; and

WHEREAS, Member desires to support and participate in CART activities.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained in this Agreement, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Membership. By executing this Agreement, supporting, and participating in CART activities, Member agrees to support CART's mission and agrees to abide by CART's Transportation Protocols ("Transportation Protocols") and the CART Membership Program (the "Membership Program"). Member hereby agrees and acknowledges that Member meets the eligibility requirements for membership stated in the Membership Program. Member hereby represents and agrees that it will require its employees, contractors, agents, representatives, or volunteers (the "Representatives") comply with the provisions of this Agreement.

2. Term. The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year unless earlier terminated in accordance with this Agreement (the "Initial Term"). The Initial Term shall automatically renew unless either party provides written notice of its intent to terminate this Agreement at least thirty (30) days prior to the expiration of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term").

3. Membership Program. Member hereby enrolls in CART's membership program ("Membership Program") as of the Effective Date. The Membership Program provides the services and benefits outlined in the Membership Program. CART may add or discontinue services at any time, as it may choose in its sole discretion.

4. Transport Protocols. Member shall comply with the Transportation Protocols and shall require its Representatives to comply with the Transportation Protocols. A copy of the most current version of CART's Transportation Protocols is located at its offices. Member may request a copy at any time during the Term of this Agreement. CART may modify or amend the Transportation Protocols at any time in its sole discretion. Member shall adhere to and comply with the most recent version of Transportation Protocols. Member agrees that if Member or its Representatives use a vehicle owned by Member or its Representatives to perform volunteer services under this Agreement, Member or its Representatives shall maintain at least the State-required minimum amounts of automobile insurance on the vehicle.

5. Membership Fees. Member shall pay an annual membership fee ("Membership Fee") due on the Effective Date and within (30) thirty calendar days after the start of a Renewal Term. The Membership Fee shall be twenty-five dollars ($25.00) per year and CART has the sole

discretion to amend the Membership Fee at any time, upon at least thirty (30) days' advance written notice. The Membership Fee is waived for any Coalition Member designated as a 'hosting' member, due to the unreimbursed cost incurred and the time expended.

6. Termination. Either party may terminate this Agreement, as stated below:

A. Termination by CART. CART may terminate this Agreement, effectively immediately, for Member's failure to pay the Membership Fee; breach of this Agreement; failure to comply with any CART policy or practice, including the Membership Program and the Transport Protocols. CART may terminate this Agreement upon at least thirty (30) day's prior written notice. CART may terminate this Agreement via written notice to the address currently on file.

B. Termination by Member. Member may terminate this Agreement within thirty (30) days from the Effective Date by submitting written notice of such cancellation to President@CoalitionAnimalRescueTransporters.org or 1900 Dorado Beach Drive, Little Rock, Arkansas, 72212.

C. Mutual Consent. The parties may terminate this Agreement upon the mutual written consent of both parties.

7. Volunteer Acknowledgment and Release.

A. Member understands that volunteering with CART may require Member or its Representatives to encounter certain risks, including driving motor vehicles and being in contact with animals, and that the risks are inherently associated with Member's volunteer activities, including, but not limited to, vehicle accidents, animal bites, or animal scratches.

B. Member acknowledges and understands that as a CART volunteer, Member and its Representatives are not covered by any workers' compensation or any other insurance policy for any damages or injuries Member or its Representatives may sustain during Member's or Representatives' volunteer activity.

C. Member expressly assumes the risks and accepts personal liability for any damages that might occur as a result of the Member's or its Representatives' volunteer activities with CART. Member expressly releases CART, its officers, directors, employees, agents, and volunteers ("Released Parties"), from any and all claims Member or its Representatives may have or which may hereafter accrue to Member or its Representatives, against Released Parties for all personal injury, including death, as well as any and all property damage or loss, arising out of or related to this Member's or its Representatives' volunteer activities with CART.

D. Member hereby grants consent to allow CART to use and reproduce Member's name, voice, and/or likeness in connection with any advertising, promotion, education, publicity, fundraising, or related purposes of CART. Member hereby agrees that the photographs or videos taken of Member may be used in perpetuity by CART and Member will receive no name recognition or monetary compensation for the use of said photographs and/or video footage. This release will remain binding and have legal effect regardless of whether or not the Member's association with CART continues.

Coalition of Animal Rescue Transporters

Membership Program (As Referenced in Membership Agreement)

1 CART Mission

1.1 The mission of the Coalition of Animal Rescue Transporters (CART) is to collaborate and share opportunities to transport rescue animals from shelters and rescues to the same in other states that have more adoption demand than in the Coalition members' home area.

1.2 CART acts as a service provider to Coalition members, assisting with:

1.2.1 Client management - finding new destination partners and finalizing transport relationships
1.2.2 Initial transport planning and logistics
1.2.3 Maintenance of Best Practice Standards, to develop a high-quality transport program shared by members, and
1.2.4 Funding primarily by grants from third parties.

1.3 The objective of this Coalition is to provide a meaningful collaboration to increase lifesaving and meet shared missions. This collaboration represents a relationship beyond simple transfer of animals and includes opportunities for information sharing, educational assistance, and other efforts. The organization is a cooperative venture between animal welfare organizations to help individual animals and weave a stronger safety net for animals.

2 CART Principles

2.1 Be Kind and Courteous

2.1.1 We're all in this together to create a welcoming environment. Let's treat everyone with respect. Healthy debates are natural, but kindness is required.

2.2 Respect the Opinions of Individuals in the Coalition

2.2.1 We all have the same goal - to make the lives of stray and homeless dogs and cats better and save these lives. We may just walk a different journey to get there.

2.3 Don't Poach Destination Partners but Share…

2.3.1 This Coalition was created to help each other - working together will help save more animals than working alone. There may be destination partners that are used by multiple Coalition members; let's focus on how collaboration benefits us all.

3 Coalition Membership Requirements

3.1 Members must be 501c3 rescues or government shelters.

3.2 Members will join the Coalition by invitation only, as decided by the CART President or if requested by an applicant, by majority approval of CART's Board of Directors.

3.3 Coalition members do not have voting rights; only the CART Board of Directors can vote to make changes in CART's Bylaws, this Membership Program and Transport Protocols. Members can petition the CART Board of Directors for modifications to the program and protocols.

3.4 Members are rescues or shelters that have previous transport expertise, either by hosting their own transport events or by participating in a rescue relay group or working with a third-party transport organization. Preference is given to rescues or shelters that can 'host' transports.

3.5 CART is not responsible for the actual transport; the act of physical movement of animals is accomplished by select Coalition members that agree to 'host' a transport activity.

3.6 Members retain legal ownership of their animals while on transport until they are picked up by or delivered to their destination shelter. The destination shelter partner assumes legal ownership once it takes physical custody of the animal(s).

3.7 CART may have partnerships with other organizations that participate in transport activities, however, these entities will not be considered members of the Coalition.

4 Duties of Coalition Members

4.1 Each Coalition member agrees to:

4.1.1 Adhere to CART's Transport Protocols (current version available upon joining the coalition and on request).
4.1.2 Maintain their 501(c)(3) authorization in good standing (or status as a municipal shelter) and comply with all applicable state and federal regulatory requirements.
4.1.3 File the appropriate federal income tax document (990-N, etc.) on a timely basis.
4.1.4 For members that 'host' transports, obtain and maintain appropriate vehicle insurance and ensure volunteer (or staff) drivers are covered by said insurance. A copy of the current vehicle insurance card (or insurance policy) covering all vehicles used for 'Coalition' Transports should be provided to CART at each policy renewal period. If the hosting member has an insurance rider covering roadside assistance, the member should provide a copy to CART of this also.
4.1.5 Assign a point of contact for the relationship (member's representative).
4.1.6 Work in good faith with all parties involved.
4.1.7 Provide reports or rosters of transported animals as requested that are accurate to the best of their knowledge.
4.1.8 Deploy any funds received from CART as dictated by the governing document that accompanies said monies.
4.1.9 Use positive language when speaking in public about the Coalition, other members, and the Coalition's destination partners.
4.1.10 Subject to space limitations, accept the return of the member's animals previously sent to destination partners – based upon agreement of the CART President and the member's representative.

5 General Membership Provisions

5.1 Members may use the CART logo and the CART name in accordance with the following protocol:

5.1.1 Members will only use the CART logo as provided to them by CART.

5.1.2 Members will not use the CART logo or the CART name in connection with any activity that disparages CART, damages the goodwill associated with CART or is in a context that is otherwise inconsistent with CART's principles and mission.

5.2 Grievance Procedure for Coalition Members

Although Coalition members do not vote on corporate-related items brought to the Board, members do have the ability to direct complaints, concerns, questions, suggestions, or grievances pertaining to operational matters and animal-related practices to the Board. Following are the general guidelines for Coalition members to express their concerns.

5.2.1 In general, most matters can be handled verbally by contacting the president of CART. The President may include other Coalition members in the discussion.

5.2.2 For unresolved matters, the member is encouraged to email the specifics of the issue to the President and at least 1 other member of the Board.

5.2.3 Unresolved matters may be escalated to the entire Board, where all decisions are final.

Coalition of Animal Rescue Transporters

Membership Program (As Referenced in Membership Agreement)

Membership Agreement Acceptance

Coalition of Animal Rescue Transporters, Authorized Representative:

_____ _____

Name Position

_____

Signature

_____

Date

Coalition Member, Authorized Representative:

_____

Organization Name

_____ _____

Name Position

_____

Signature

_____

Date

Coalition of Animal Rescue Transporters

Membership Program (As Referenced in Membership Agreement)

Agreement Modification Acceptance

Modifications to Section(s): [Attach list of modifications]

Coalition of Animal Rescue Transporters, Authorized Representative:

_____ _____

Name Position

_____

Signature

_____

Date

Coalition Member, Authorized Representative:

_____

Organization Name

_____ _____

Name Position

_____

Signature

_____

Date

Coalition of Animal Rescue Transporters

Transport Protocol (As Referenced in Membership Agreement)

1 Overview

1.1 Members of the Coalition of Animal Rescue Transporters (CART) are asked to acknowledge acceptance of these Protocols, to be applied to all transports designated as 'Coalition' Transports. Application of these Protocols to other 'hosted' transports is requested but is not required on 'non-Coalition' Transports.

1.2 The focus of these Protocols is to provide safe transportation of animals and those individuals driving. However, CART recognizes that Coalition members must balance safety restrictions with their attempt to rescue animals from euthanasia. Management of Coalition members may consider reasonable exceptions.

2 Vehicle Requirements - Vans

2.1 Climate Control:

2.1.1 The vehicle must be equipped with either dual air and heat for front and rear of the vehicle OR a dual thermometer must be used and monitored during the transport (display unit in the front with drivers, with the temperature and humidity of the back section of the vehicle displayed).
2.1.2 The vehicle must have working heat (in winter) and air conditioning (in summer).
2.1.3 The temperature should be between 45 degrees Fahrenheit and 85 degrees Fahrenheit.
2.1.4 The humidity inside the vehicle should be between 30 to 70 percent.
2.1.5 A Carbon Monoxide Detector is required inside the vehicle.

2.2 The following maintenance checks should be performed prior to departure:

2.2.1 The tag showing oil change is not overdue (should have oil change every 6,000 miles).
2.2.2 Windshield washer fluid filled.
2.2.3 License plate not expired.
2.2.4 If not equipped with an automatic tire pressure monitoring system, tire pressure checked.

2.3 An Emergency Vehicle Kit is required; at a minimum, the kit should contain:

2.3.1 Flashlight(s)
2.3.2 Fire extinguisher
2.3.3 Tire pressure gauge
2.3.4 Vehicle paperwork (registration)
2.3.5 Vehicle insurance information
2.3.6 Snow/Ice scraper and De-icer Spray (in winter)
2.3.7 Duct tape
2.3.8 At least one dozen Zip Ties of at least 8" in length and cutting instrument (e.g., box cutter)
2.3.9 First aid kit for companion animals and drivers

2.4 The following supplies should be available in the van:

2.4.1 Items to clean up the carriers and animals, if needed
2.4.2 Replacement items, such as puppy pads, litter boxes, litter
2.4.3 Appropriate food and water, bowls (can be disposable) – even if a short trip, for an emergency.

2.5 If dogs and cats are combined on a transport, they should be located in separate areas of the van whenever possible.

3 Vehicle Requirements – Driver's Personal Vehicle

3.1 Climate Control - The vehicle must have working heat (in winter) and air conditioning (in summer).

3.2 The following maintenance checks should be performed prior to departure:

3.2.1 Confirmation that an oil change is not overdue.
3.2.2 Windshield washer fluid filled.
3.2.3 License plate not expired.
3.2.4 If not equipped with an automatic tire pressure monitoring system, tire pressure checked.

3.3 An Emergency Vehicle Kit is required; at a minimum, the kit should contain:

3.3.1 Flashlight(s)
3.3.2 Vehicle paperwork (registration)
3.3.3 Vehicle insurance information
3.3.4 Snow/Ice scraper and De-icer Spray (in winter)
3.3.5 First aid kit for companion animals and drivers
3.3.6 A full size or temporary spare tire in good working condition, and all tools necessary to change a tire, OR current roadside assistance subscription to provide for such.

3.4 The following supplies should be available in the vehicle:

3.4.1 Items to clean up the carriers and animals, if needed
3.4.2 Replacement items, such as puppy pads, litter boxes, litter
3.4.3 Appropriate food and water, bowls (can be disposable) – even if a short trip, for an emergency.

4 Third-Party Rescue Transports

4.1 These Coalition Transport Protocols do not apply to Coalition animals transported by other parties, such as transport groups that operate rescue relays (multiple legs driven by different individuals in personal vehicles).

4.2 Coalition members using such third-party groups are encouraged to review safety protocols used by such groups.

5 Driver Requirements

5.1 Qualifications for vehicle operators (volunteer or staff):

5.1.1 A current driver's license
5.1.2 When driving a van, covered by vehicle insurance
5.1.3 When driving a personal vehicle, the driver is authorized to drive by the owner.

5.2 For Van - If unfamiliar with transport vehicle type, the driver must receive instruction on vehicle controls and safety features prior to the start of the transport.

6 General Transport Protocols

6.1 These requirements apply to both vans and personal vehicles.

6.2 Length of driving time and number of drivers:

6.2.1 One driver: maximum transport (not including loading and unloading time) is 6 hours one-way if the driver is not an experienced long-distance driver. If the driver has experience with long-distance transport, the maximum transport is 10 hours one-way.
6.2.2 Two drivers: maximum transport (not including loading and unloading time) is 16 hours one-way. This assumes drivers can trade sleep/rest time with driving.
6.2.3 Transports scheduled for more than 16 hours of driving time one-way will usually require a stopover. The time length can exceed 16 hours on an exception basis, such as when wait-time for pick up after arriving at destination is included, so that the time includes rest time. For transports exceeding 16 hours one-way, larger than normal carriers/crates should be utilized or animals should be allowed time outside their carrier or crate (walk dogs, cats allowed time in closed van) if feasible.
6.2.4 Transports can run during night-time hours (allowing animals to sleep).

6.3 Loading and Unloading

6.3.1 If possible, pre-transport physical review should be performed on each animal when loaded on the vehicle or placed in the carrier. The intent is to identify unnoted medical issues that disqualify animals for transport.
6.3.2 Animals must be checked against a manifest/roster when loading and unloading.

6.4 Incremental Breaks:

6.4.1 Some Coalition members follow the practice of 'no carrier door open during transport unless emergency;' this policy is based upon extensive experience with transporting rescue animals, especially puppies, due to risk of contamination/cross-exposure. If a Coalition member claims this practice, the provisions in sections # 6.4 and 6.5 will be waived in favor of the Coalition member's own policy.

6.4.2 Drivers must stop at least once every 4 hours.

6.4.3 Drivers should visually inspect the animals (without opening carrier doors) at scheduled stops, to check for cleanliness and top off food and water. (See Section 6.5).

6.4.4 For vans, drivers should perform a quick inspection of the exterior of the van at scheduled stops.

6.5 Food and Water:

6.5.1 Members may decide to institute more frequent water and/or food rules than these below. The risk of escape or injury to driver and/or animal should be the determining factor for tasks requiring crate doors being opened.

6.5.2 Prior to Departure:

6.5.2.1 Kittens and Puppies less than one year - provide food and water within the 6-8 hours prior to departure; some members may use a shorter timeframe.

6.5.2.2 Adults – food and water may be withheld just prior to transport if deemed appropriate to avoid illness on transport. If food/water is withheld, report the situation to the receiving organization upon arrival.

6.5.3 During Transport:

6.5.3.1 Cats: water should be provided continuously or at least at each 4-hour stop.

6.5.3.2 Kittens up to 4 months - provide food at each 4-hour stop.

6.5.3.3 Puppies under 4 months may not receive food or water on this frequency due to the risk of escaping when the door is opened. However, this decision is left to the member rescue and the hosting member / driver on a case-by-case basis.

6.5.3.4 Juveniles over 4 months - provide food at least every 24 hours, unless car sickness is observed, then only water in small amounts. Report the situation to the receiving organization.

6.5.3.5 Healthy Adult Cats and Dogs (not pregnant or special needs) - provide food at least every 24 hours. Pregnant or special needs animals may require more frequent feeding during transport.

6.5.3.6 Food and water do not need to be supplied during overnight transports with the exception of nursing moms.

6.5.4 Potty Breaks / Litter boxes:

6.5.4.1 Adult Dogs - Typically, dogs will not be walked during a transport of 16 hours or less, due to the risk of escape and exposure to disease at many spots used for potty breaks. A potty break will only be planned if the member rescue and the hosting member / driver determine that the animal's (and driver's) comfort justify the risks (may be the case when driving a personal vehicle). If a dog deemed a flight risk is walked, a double leash will be used.

6.5.4.2 Puppies under 4 months are never walked (no paws on the ground rule).

6.5.4.3 Cats/kittens – a (disposable) litter box will be provided in the carrier for trips over 4 hours, except for extenuating circumstances. In cases where only a puppy pad is provided, it should be replaced as needed during the transport if soiled.

6.5.5 Drivers are encouraged NOT to open crates or handle puppies and kittens any more than is absolutely necessary to avoid contamination.

6.5.6 Dogs are always at risk of escaping anytime a crate is opened, so opening a crate should be kept to a bare minimum.

7 Carriers / Crates

7.1 Collapsible wire kennels are unacceptable for transport.

7.2 Unfamiliar animals must NOT share a crate.

7.3 Positioning of carriers in the vehicle should provide adequate air flow and be secured to prevent movement.

7.4 The crate must be big enough to allow animal to stand up, lay down, and turn around comfortably.

7.5 The carrier must identify each animal inside. In cases where multiple animals in a carrier are similar in appearance, animals should be physically identified with collars or temporary identification bands when feasible.

8 Medication During Transport

8.1 Providing medications to ease anxiety or reduce stress is acceptable but should be minimal. If medications are prescribed, follow the prescribing veterinarian's instructions.

8.2 No animal should be fully sedated, unless specifically instructed to heavily sedate by a veterinarian. In that event, clear, specific instructions should be provided in writing.

9 Emergency Planning

9.1 Each Coalition Member should have a defined Emergency Plan that details the steps to be taken in the event of an emergency with the transport vehicle or an animal. This Plan should address the following:

9.1.1 Communication and monitoring, such as cellphones and phone applications that can track the transport
9.1.2 Credit or debit card access to pay for emergency repairs or other needs
9.1.3 How to obtain emergency vehicle assistance (Roadside Assistance under an automobile insurance policy, for example)
9.1.4 How to arrange for assistance with the animals on transport, if the vehicle is undrivable or if there is an animal medical emergency

9.2 Each member should have an authorized staff person or volunteer with the authority to find replacement / rental vehicles and contact shelters / rescues / vet clinics in the area to request assistance. This individual needs to be available during the transport and will be contacted either by the Transport Monitor or the Transport Drivers. An alternative communication process that includes multiple stakeholders on a group text, providing immediate access to several individuals, is also acceptable.

9.3 Before each transport:

9.3.1 A written copy of the Emergency Plan should be placed in the vehicle, or otherwise provided to transport drivers.

9.3.2 Weather and road conditions should be monitored, and if necessary, timing and routes may need to be adjusted.

9.3.3 Confirmation that the vehicle is in good working order is required.

Coalition of Animal Rescue Transporters

Transport Protocol (As Referenced in Membership Agreement)

Membership Agreement Acceptance

Coalition of Animal Rescue Transporters, Authorized Representative:

_____ _____

Name Position

_____

Signature

_____

Date

Coalition Member, Authorized Representative:

_____

Organization Name

_____ _____

Name Position

_____

Signature

_____

Date

Coalition of Animal Rescue Transporters

Transport Protocol (As Referenced in Membership Agreement)

Agreement Modification Acceptance

Modifications to Section(s): [Attach list of modifications]

Coalition of Animal Rescue Transporters, Authorized Representative:

_____ _____

Name Position

_____

Signature

_____

Date

Coalition Member, Authorized Representative:

_____

Organization Name

_____ _____

Name Position

_____

Signature

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Date