

MEMORANDUM OF AGREEMENT BETWEEN _____
AND THE NATIVE AMERICAN HUMANE SOCIETY
FOR THE PLANNING AND DEVELOPMENT OF HUMANE EDUCATION, LOCAL
VETERINARY SERVICES AND COMPANION ANIMAL MANAGEMENT
ON THE _____ NATION.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is by and between the _____ Nation, a federally recognized Tribal sovereign, and the Native American Humane Society (“NAHS”), a 501(c)(3) organization that is led by enrolled members of federally recognized Tribal sovereigns. The purpose of this MOA is to allow NAHS to operate on the _____ Nation, and work with Members of the _____ Tribe who live within the _____ Nation and elsewhere in _____ County, to help the _____ Tribe develop its own animal welfare systems and services. NAHS is not a service provider and does not have any animal shelters or other facilities on the _____ Nation, or anywhere else. NAHS does not engage in public safety initiatives such as animal control but does provide facilitated problem solving and technical assistance to Tribes within the scope of public health, education and housing.

SECT. 1 PREAMBLE

The federal government does not recognize the need to include veterinary care or animal welfare systems within its trust responsibility for the health, safety, and welfare of American Indian Tribes, despite warnings by the Centers for Disease Control and World Health Organization that companion animal health and safety is integral to human health and safety. There are few if any federal resources to help Tribes assess, plan, or implement their own companion animal management systems to protect the health and safety of Tribal families and communities, including dogs and cats. There are similarly few resources available to help Tribal families access veterinary care for wellness (spay, neuter, vaccines), injuries and emergent disease; humane education to teach children how to behave around dogs to reduce their own risks of dog bites; dog training to create safer and better-behaved dog populations; pet food and shelter distribution; or fencing to restrain free-roaming dogs. The scarcity of such resources in Tribal communities contributes to the incidence of dog bites, zoonotic diseases, animal overpopulation, animal starvation, and the infliction of physical and mental trauma on humans and animals alike.

External stakeholders such as veterinary service organizations that enter _____ Tribal communities to provide episodic wellness clinics and rescue

organizations that remove and rehome dogs and cats from the _____ Nation without Tribal input may unknowingly contribute to the problems by stripping the _____ Tribe of its authority to oversee health and safety programs of its own Members. Such policies and practices made without Tribal input or authority contribute to the root causes of animal management concerns on the _____ Nation by assuming responsibility for issues that belong to the Tribe and its people. The _____ Tribe has inherent and exclusive authority to determine how companion animals are to be managed and provided services with the _____. NAHS is dedicated to honoring Tribal sovereignty, culture and self-determination by re-centering decisions about companion animal management and services to Tribal leaders.

SECT. 2 INTENT

The _____ Tribe and NAHS enter this MOA voluntarily for purposes of strengthening understandings, relationships, and collaborations necessary to help the _____ Tribe protect the health and safety of people and companion animals on the _____ Nation and promote positive relationships between people and companion animals within _____ Tribal communities. The _____ Tribe will provide NAHS direction about the priorities of the _____ regarding companion animal education, services and management for their Tribal Members. The _____ Tribe and NAHS will encourage and promote mutual respect between all peoples through facilitated dialogues and coordinated activities that support the intent of this MOA.

SECTION III. GENERAL PROVISIONS

1. Amendment. Either _____ Tribe or NAHS may consider amending this MOA. Amendments shall be executed in writing and shall be signed by the Chairperson of the _____ Tribe and the Executive Director of NAHS in the same manner as the original MOA.
2. Duration. This MOA will terminate five years from the effective date of this MOA unless extended by written agreement of the _____ Tribe and NAHS.
3. Revocation. The KBP or NAHS may terminate this MOA at any time and without cause by providing ninety (90) calendar days' written notice by registered or certified mail return receipt requested. The termination of this MOA shall be effective ninety (90) calendar days after notice is officially received
4. Entirety of Agreement. This MOA represents the entire and integrated agreement between the _____ Tribe and NAHS.

5. Conflicts with _____ Tribe. Nothing in this MOA is intended to conflict _____ Tribal ordinances. If a term of this MOA is inconsistent with any _____ laws, then that term will be considered invalid. However, the other terms of this MOA will remain in effect.

6. Sovereign Immunity. _____ Tribe does not waive its sovereign or governmental immunity by entering this MOA and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring because of this MOA.

7. Signatures. The parties to this MOA, through their duly authorized representatives, have executed this MOA on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOA as set forth herein.

The effective date of this MOA is the date of the last signature affixed to this page.

_____, Tribal Chairman
of the _____ Tribe

Brandy Tomhave, Executive Director
Native American Humane Society

Date

Date