

AN ORDINANCE 2007-01-04-0002

AUTHORIZING THE IMPLEMENTATION OF A PILOT PROJECT THAT ESTABLISHES A TRAP, NEUTER AND RETURN (TNR) PROGRAM THAT MANAGES A FERAL CAT COLONY IN BRACKENRIDGE PARK IN COORDINATION WITH THE SAN ANTONIO DEPARTMENT OF PARKS AND RECREATION, SAN ANTONIO FERAL CAT COALITION, AND PURRFECT HAVEN; AND AUTHORIZING A MEMORANDUM OF AGREEMENT WITH THE SAN ANTONIO FERAL CAT COALITION AND PURRFECT HAVEN.

* * * * *

WHEREAS, the City of San Antonio Department of Animal Care Services will collaborate with the Department of Parks and Recreation and non-profit organizations Purrfect Haven and San Antonio Feral Cat Coalition to implement a pilot program that establishes a Trap, Neuter and Return (TNR) program in order to manage a feral cat colony in Brackenridge Park (the park); and

WHEREAS, a Memorandum of Agreement has been established which articulates the roles each of the organizations will play in implementing this TNR pilot program in the park; and

WHEREAS, the program will advocate a nonlethal method to control and reduce the number of feral cats in the park; and

WHEREAS, each party agrees to coordinate resources to ensure the effective and efficient operation of the program; and

WHEREAS, the objectives of this TNR program are: to reduce the number of cats in the park through sterilization and adoption; establish a registry of all cats residing in the colony to insure accurate population census and identify new additions to the colony; ensure cats return to the colony with appropriate care; and establish protocols for future TNR programs city-wide; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or her designee or the Director of Animal Care Services is authorized to implement a pilot project that establishes a Trap, Neuter and Return (TNR) program that manages a feral cat colony in Brackenridge Park in coordination with the San Antonio Department of Parks and Recreation, San Antonio Feral Cat Coalition, and Purrfect Haven.

SECTION 2. The City Manager or her designee is authorized to execute a Memorandum of Agreement with the San Antonio Feral Cat Coalition and Purrfect Haven to implement a Trap, Neuter and Return (TNR) program that manages a feral cat colony in Brackenridge Park. A copy of said Memorandum of Agreement in substantially final form is attached hereto and incorporated herein for all purposes as Attachment I.

SECTION 3. The City Code of San Antonio Texas is hereby amended by adding the language that is underlined (added) and deleting the language that is stricken (deleted) to the existing text as set forth in this Ordinance.

SECTION 4. Chapter 5 of the City Code of the City of San Antonio, Animals and Fowl, Article I. In General, Section 5-1. entitled "Definitions" is hereby amended by adding the definition of TNR program as follows:

TNR program shall mean a Trap, Neuter, and Return pilot program that manages a feral cat colony in Brackenridge Park.

SECTION 5. Chapter 5 of the City Code of the City of San Antonio, Animals and Fowl, Article I. In General, Section 5-13. entitled "Abandoning Animals", is hereby amended as follows:

- (a) It is unlawful for any person to abandon an animal within the city limits. The director of Animal Care Services ~~health~~ may order the seizure and impoundment of any abandoned animal as defined in this chapter. Disposition of said seized and impounded abandoned animals shall be in accordance with sections 5-206, 5-207, and 5-208 of this Code.
- (b) The return of a feral cat to Brackenridge Park by participants of the San Antonio Coalition for Trap, Neuter and Return shall not constitute a violation of this section.

SECTION 6. Chapter 5 of the City Code of the City of San Antonio, Animals and Fowl, Article I. In General, Section 5-17. entitled "Traps with holding mechanisms prohibited; exceptions", is hereby amended as follows:

- (a) No person shall set up or allow to be set up on his property steel jaw traps, spring traps with teeth or perforated edges on the holding mechanism, or any type of trap with a holding mechanism designed in such a fashion as to reasonably ensure the cutting, slicing, tearing or otherwise traumatizing of the entrapped prey, for the purpose of ensnaring domestic or wild animals within the city limits, unless the use of such traps is specifically deemed necessary by the director of Animal Care Services ~~public health~~ in or for the control of communicable disease. This section is not to be construed to include those traps designed to kill common rodents, i.e., rats, mice, gophers and groundhogs; provided, the owner is responsible for taking care that any of the

abovesaid "rodent" traps are not placed or used on or about his property in such a manner as to reasonably ensure the trapping of any other domesticated or wild animal, or of a human. It shall be a prima facie violation of this section that the traps proscribed in this section were, in fact, set up by the person in question, or were allowed to be set up by the person in question; no intent or further culpable mental state shall be required to prove such a prima facie violation.

- (b) Participants of the San Antonio Coalition for Trap, Neuter and Return shall comply with the provisions of this section, but shall be allowed to set up traps on public property in Brackenridge Park.

SECTION 7. Chapter 5 of the City Code of the City of San Antonio, Animals and Fowl, Article I. In General, Section 5-19. entitled "Animal traps without holding mechanism", is hereby amended as follows:

- (a) Humane traps used to capture dogs, cats, and other small animals alive shall be checked at least once every twelve (12) hours by the individual setting the trap. Humane care shall be provided for any trapped animals including the provision of food, water, and protection from extremes of the environment including heat, cold, and precipitation. Trapped animals bearing identification, and/or city registration shall be turned over to the city animal control facility or the animal's owner.
- (b) Participants of the San Antonio Coalition for Trap, Neuter and Return shall comply with the requirements of this section while using humane traps on public property in Brackenridge Park.

SECTION 8. All other provisions of Chapter 5 of the City Code of San Antonio, Texas shall remain in full force and effect unless expressly amended by this Ordinance.

SECTION 9. Should any Article, Section, Part, Paragraph, Sentence, Phrase, Clause, or Word of this ordinance, or any appendix thereof, for any reason, be held illegal, inoperative, or invalid or if any exception to or limitation upon any general provision herein contained be held to be unconstitutional or invalid or ineffective, the remainder shall nevertheless, stand effective and valid as if it had been enacted and ordained without the portion held to be unconstitutional or invalid or ineffective.

SECTION 10. The publishers of the City Code of San Antonio, Texas are authorized to amend said Code to reflect the changes adopted herein and to correct typographical errors and to index, format, place in alphabetical order and number paragraphs to conform to the existing code.

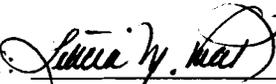
MH
01/04/07
Item #5

SECTION 11. This ordinance shall be effective on and after January 14, 2007.

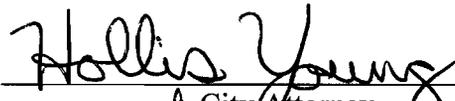
PASSED AND APPROVED this 4th day of January, 2007.



**M A Y O R
PHIL HARDBERGER**

ATTEST: 

City Clerk

APPROVED AS TO FORM: 

for City Attorney

Agenda Voting Results

Name: 5.

Date: 01/04/07

Time: 10:03:15 AM

Vote Type: Multiple selection

Description: An Ordinance authorizing the implementation of a pilot project that establishes a Trap, Neuter and Return (TNR) program that manages a feral cat colony in Brackenridge Park in coordination with the San Antonio Parks and Recreation Department, San Antonio Feral Cat Coalition, and Purrfect Haven; and authorizing a Memorandum of Agreement with the San Antonio Feral Cat Coalition and Purrfect Haven. [Presented by Jeffrey L. Hale, Director, Animal Care Services; Pat DiGiovanni, Deputy City Manager] MONICA HERNANDEZ

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2		x		
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4			x	
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10		x		
MAYOR PHIL HARDBERGER	MAYOR		x		

MEMORANDUM OF AGREEMENT

REGARDING

COLLABORATION FOR THE CITY OF SAN ANTONIO TRAP, NEUTER AND RETURN PILOT PROGRAM

This document serves as a Memorandum of Agreement (MOA) between the City of San Antonio (City) on behalf of its Department of Animal Care Services (ACS) and Parks and Recreation Department, the San Antonio Feral Cat Coalition, and Purrfect Haven. The parties collectively will be herein after referred to as the San Antonio Coalition for Trap Neuter and Return (SACTNR).

This MOA serves to articulate the roles the SACTNR will play in implementing a pilot Trap Neuter and Return (TNR) program in Brackenridge Park (the park). This program will advocate a nonlethal method to control and reduce the number of feral cats in the park. Specifically, the parties hereto agree to coordinate resources to ensure the effective and efficient operation of the TNR program.

Term of MOA:

This MOA shall commence upon execution of the agreement by all parties and shall terminate on September 30, 2007.

The parties agree that the City may terminate this agreement upon thirty (30) days written notice to the other parties.

Part I: DESCRIPTION OF DUTIES AND RESPONSIBILITIES

A. Joint Vision/Purpose

The purpose of this MOA is to promote a nonlethal sterilization method to reduce the number of feral cats in Brackenridge Park. Specifically, the SACTNR will humanely trap, evaluate, vaccinate, and sterilize by veterinarians feral cats already residing in the park. SACTNR will combine the efforts, expertise, and experience of the coalition member organizations to offer an alternative to current practices of trapping and euthanizing.

B. Joint Objectives

1. SACTNR members intend to adopt the following cooperative objectives:

Objective 1: Reduce the number of cats in Brackenridge Park through sterilization and adoption.

Objective 2: Establish a registry of all cats in the colony to insure accurate population census and identify new additions to the colony.

Objective 3: Ensure cats return to the colony with appropriate care.

Objective 4: Establish protocols for future city-wide TNR programs.

C. Individual Party Responsibilities

The City's Department of Animal Care Services agrees to:

- Coordinate administrative activities for the SACTNR, i.e. meetings, records management.
- Provide a maximum of \$5,000.00 to support spay/neuter surgeries, micro chipping, rabies vaccinations, and containers for food and water.
- Promote the SACTNR using established media contacts.
- Provide traps, transportation, and housing for the cats.

The City's Parks and Recreation Department agrees to:

- Provide signage for the specified area.

Purrfect Haven agrees to:

- Provide volunteers to trap the feral cats in the park.
- Provide caretakers that will feed and monitor the colony.
- Utilize volunteers to socialize potentially adoptable cats and kittens.
- Place adoptable cats and kittens.
- Turn over to ACS all trapped cats bearing identification and/or registration.
- Require anyone performing work under this agreement to execute a waiver of liability releasing the City of all liability. This waiver of liability shall be executed prior to commencement of any work. Said waiver of liability is attached hereto and incorporated herein for all purposes as Attachment I.
- Provide City with copies of all executed waivers of liability forms no later than ten (10) days from the date the individual begins work under this agreement.

San Antonio Feral Cat Coalition agrees to:

- Provide volunteers to trap the feral cats in the park.
- Provide caretakers that will feed and monitor the colony.
- Utilize volunteers to socialize potentially adoptable cats and kittens.
- Place adoptable cats and kittens.
- Turn over to ACS all trapped cats bearing identification and/or registration.
- Require anyone performing under this agreement to execute a waiver of liability releasing the City of all liability. This waiver of liability shall be executed prior to commencement of any work. Said waiver of liability is attached hereto and incorporated herein for all purposes as Attachment I.
- Provide City with copies of all executed waivers of liability forms within ten (10) days of execution.

D. Indemnity

The San Antonio Feral Cat Coalition and Purrfect Haven also agree to comply with the following indemnity provision:

- 1. The SAN ANTONIO FERAL CAT COALITION AND PURRFECT HAVEN covenant and agree to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to the SAN ANTONIO FERAL CAT COALITION's AND PURRFECT HAVEN's activities under this agreement, including any acts or omissions of the SAN ANTONIO FERAL CAT COALITION AND PURRFECT HAVEN, any agent, officer, director, representative, employee, consultant or subcontractor of the SAN ANTONIO FERAL CAT COALITION AND PURRFECT HAVEN, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this agreement, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS AGREEMENT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. The SAN ANTONIO FERAL CAT COALITION AND PURRFECT HAVEN shall promptly advise the CITY in writing of any claim or demand against the CITY or the SAN ANTONIO FERAL CAT COALITION AND PURRFECT HAVEN known to the SAN ANTONIO FERAL CAT COALITION AND PURRFECT HAVEN related to or arising out of the SAN ANTONIO FERAL CAT COALITION's AND PURRFECT HAVEN's activities under this Agreement and shall see to the investigation and defense of such claim or demand at the SAN ANTONIO FERAL CAT COALITION's AND PURRFECT HAVEN's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving the SAN ANTONIO FERAL CAT COALITION AND PURRFECT HAVEN of any of their obligations under this paragraph.**
- 2. It is the EXPRESS INTENT of the parties to this Agreement, that the INDEMNITY provided for in this article, is an INDEMNITY extended by the SAN**

ANTONIO FERAL CAT COALITION AND PURRFECT HAVEN to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY's OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this article SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death, or damage. The SAN ANTONIO FERAL CAT COALITION AND PURRFECT HAVEN further AGREE TO DEFEND, AT THEIR OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

E. No Waiver of Immunity

Nothing in this MOU shall be considered as a waiver of immunity by the City of San Antonio or serve to create any liabilities other than those already established by law.

F. Compliance

All Parties shall provide and perform all services under this Memorandum of Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Agreed upon this 26th day of January 2007 by the members of the San Antonio Coalition for Trap, Neuter, and Return program:

CITY:

CITY OF SAN ANTONIO



Paul DiGiovanni
Deputy City Manager

2-9-07
Date:

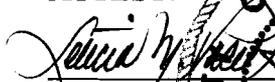
SAN ANTONIO FERAL CAT COALITION



(Name)
(Title)

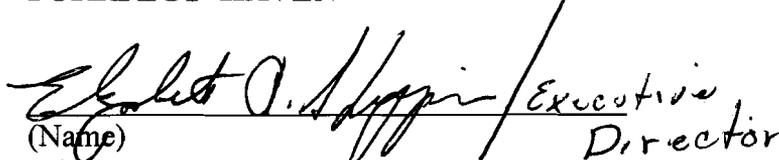
Jan 26, 2007
Date:

ATTEST:


Leticia M. Vadek
City Clerk



PURRFECT HAVEN


(Name)
(Title)
Executive Director

Approved as to Form:

2/7/07
Date: _____

Hollis Young
for Michael D. Bernard
City Attorney

Affidavit of Publisher

PUBLIC NOTICE

**AN ORDINANCE
2007-01-04-0002**

AUTHORIZING THE IMPLEMENTATION OF A PILOT PROJECT THAT ESTABLISHES A TRAP, NEUTER AND RETURN (TNR) PROGRAM THAT MANAGES A FERAL CAT COLONY IN BRACKENRIDGE PARK IN COORDINATION WITH THE SAN ANTONIO DEPARTMENT OF PARKS AND RECREATION, SAN ANTONIO FERAL CAT COALITION, AND PURRFECT HAVEN; AND AUTHORIZING A MEMORANDUM OF AGREEMENT WITH THE SAN ANTONIO FERAL CAT COALITION AND PURRFECT HAVEN.

STATE OF TEXAS
COUNTY OF BEXAR
S.A. - CITY CLERK

Before me, the undersigned authority, on this day personally appeared Helen I. [redacted] by me duly sworn, says on oath that she is Publisher of the Commercial Recorder, general circulation in the City of San Antonio, in the State and County aforesaid, an Ordinance 2007-01-04-0002 here to attached has been published in every issue of newspaper on the following days, to wit:

01/09/2007.

PASSED AND APPROVED
this the 4th day of January,
2007.

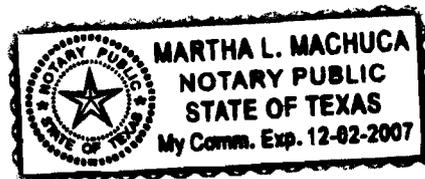
/s/PHIL HARDBERGER
Mayor

ATTEST:
/s/ LETICIA M. VACEK
City Clerk
1/9

Helen I. [redacted]

Sworn to and subscribed before me this 9th day of of January, 2007.

Martha L. Machuca



AGREEMENT INCLUDING RELEASE AND INDEMNIFICATION

WHEREAS, _____ consents and agrees to permit _____ (hereinafter referred to as "VOLUNTEER"), to participate in a Trap Neuter and Return program in Brackenridge Park on behalf of _____, subject to the adherence of the VOLUNTEER to any provisions set out in the rules and regulations of the _____.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises, covenants, and agreements set forth in this Agreement, VOLUNTEER covenants and agrees on behalf of him/herself, his/her heirs, personal representatives and executors that the City of San Antonio (CITY), its elected officials, officers, directors, agents, employees or volunteers, shall not be liable or responsible for, and shall be SAVED, HELD HARMLESS, RELEASED and INDEMNIFIED by VOLUNTEER from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including but not limited to all expenses of litigation, court costs, and attorney fees for injury or death to any person, or injury to any property received or sustained by any person or persons or property arising out of, or occasioned by, directly or indirectly, the participation of VOLUNTEER in a Trap Neuter and Return program at Brackenridge Park including claims and damages arising in whole or in part from the negligence or the CITY, its agents or employees.

THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS AN INDEMNITY EXTENDED BY VOLUNTEER TO INDEMNIFY AND PROTECT THE CITY FROM ANY AND ALL CLAIMS OR ACTIONS, AS SET FORTH ABOVE, OF ANY KIND, ARISING DIRECTLY OR INDIRECTLY FROM THE PARTICIPATION OF VOLUNTEER IN A TRAP, NEUTER AND RETURN PROGRAM AT BRACKENRIDGE PARK REGARDLESS OF WHETHER SUCH CLAIMS OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF CITY, ITS REPRESENTATIVES, AGENTS OR EMPLOYEES.

It is further understood and agreed that the VOLUNTEER will participate solely as an individual on a voluntary basis for the _____ and not as an employee, contractor or agent of the CITY or its agents or employees.

In making this Agreement, VOLUNTEER relies wholly upon his/her own judgement, belief and knowledge and has not been influenced to any extent whatsoever by any representations or statements not contained in this Agreement.

VOLUNTEER SIGNATURE

DATE

ADDRESS CITY STATE ZIP CODE

TELEPHONE NUMBER EMERGENCY NUMBER

Animal Care Services
January 4, 2007
Council Agenda Item #4



Pilot Feral Cat Trap Neuter and Return (TNR)
Program

Overview

- **Brackenridge Park TNR pilot project would humanely trap, evaluate, vaccinate and sterilize an estimated 50 feral cats.**

- **Objectives:**
 - Establish protocols and practices.
 - Reduce the number of cats through sterilization and adoption.
 - Ensure the cats return to the colony with appropriate care.
 - Establish a cat registry.

- **Staff recommends approval.**

Partnerships

- **The Department of Animal Care Services (ACS) has collaborated with:**
 - City of San Antonio Parks and Recreation Department
 - San Antonio Feral Cat Coalition
 - Purrfect Haven Inc.
- **These agencies form the San Antonio Coalition for Trap Neuter and Return (SACTNR).**



Areas of Responsibility

City of San Antonio

- **Department of Animal Care Services will:**
 - coordinate administrative activities
 - provide sterilization, rabies vaccination, microchipping and feeding containers.
 - promote SACTNR through the media.
 - provide traps, transportation, and housing at Shelter.
- **Department of Parks and Recreation will:**
 - provide signage for specified areas.

Areas of Responsibility (cont.)

External Partners

- **Purrfect Haven and San Antonio Feral Cat Coalition will provide volunteers to:**
 - trap feral cats and transport them to ACS.
 - socialize and place potentially adoptable cats and kittens.
 - manage the colony.
- **Purrfect Haven and San Antonio Feral Cat Coalition will obtain and provide signed copies of all volunteer liability waivers to Animal Care Services.**



Advantages of TNR

- **Enhances public health.**
- **Reduces costs to taxpayers.**
- **Reduces the “nuisance behaviors” of unaltered cats.**
- **Humanely controls population.**
- **More publicly accepted than euthanasia.**

Disadvantages of TNR

- **Nuisance factor remains.**
- **Landscaping damage.**
- **Impacts wildlife.**

Proper colony management address these issues and includes:

- **use of trap/neuter/vaccinate/return method.**
- **create and monitor feeding site.**
- **provide shelter at colony location.**
- **track current population and new additions.**
- **make provisions for constant care (volunteer backup).**

ACS Fiscal Impact

ACS allocated \$5,000 towards the following.

- **Spay / Neuter**
- **Microchipping**
- **Rabies Vaccine**
- **Food and Water Bowls**



Other TNR Programs

Agency	TNR Program Duration	Volunteer Functions	Spay / Neuter	Trapping on Public Property
Town Lake Animal Center – Austin, Texas	2 years	Trapping and colony management.	Shelter provides.	Department pre-approval required.
Maricopa County Animal Care and Control– Phoenix, Arizona	Endorses the creation of TNR programs in communities. Passed the FELIX Resolution in August 2003. Provide external resources to entities interested in pursuing TNR.			

Other TNR Programs (cont.)

Agency	TNR Program Duration	Volunteer Functions	Spay / Neuter	Trapping on Public Property
Salt Lake City Council (Animal Services)	Recently passed ordinance on December 2006.	Volunteers perform trapping and caretaking.	Funding from city of \$10,000.	Permitted by ordinance.
Indianapolis Animal Care and Control	September 2005	Program run by Indy Feral. Indy Feral's program is funded via donations and grants. City endorses the program and efforts made by Indy Feral to register, vaccinate and care for the feral colonies.		



CITY OF SAN ANTONIO
Request for Council Action

Agenda Item # 5
Council Meeting Date: 1/4/2007
RFCA Tracking No: R-820

DEPARTMENT: Animal Care Services

DEPARTMENT HEAD: Jeffrey Hale

COUNCIL DISTRICT(S) IMPACTED:
Council District 9

SUBJECT:
Pilot Feral Cat Trap Neuter and Return (TNR) Program

SUMMARY:

This ordinance authorizes the implementation of a pilot project that establishes a Trap, Neuter and Return (TNR) program that manages a feral cat colony in Brackenridge Park in coordination with the San Antonio Parks and Recreation, San Antonio Feral Cat Coalition, and Purrfect Haven and authorizes a Memorandum of Agreement with the San Antonio Feral Cat Coalition and Purrfect Haven. This ordinance also authorizes the amendment of San Antonio City Code Chapter 5 Article I Sec. 5-13 Abandoning Animals, 5-17 Traps with holding mechanisms prohibited; exceptions, and Sec 5-19 Animal traps without holding mechanisms.

BACKGROUND INFORMATION:

The City of San Antonio Department of Animal Care Services will collaborate with the Department of Parks and Recreation and non-profit organizations Purrfect Haven and San Antonio Feral Cat Coalition to form the San Antonio Coalition for Trap Neuter and Return (SACTNR) program.

A Memorandum of Agreement has been established that articulates the roles each of the organizations will play in implementing a Trap Neuter and Return (TNR) pilot program in Brackenridge Park. The program will advocate the nonlethal method to control and reduce the number of feral cats in the park. Specifically, each party agrees to coordinate resources to ensure the effective and efficient operation of the program.

Animal Care Services will be responsible for coordinating administrative activities for the coalition; provide a maximum of \$5,000.00 to support spay/neuter surgeries, micro chipping, rabies vaccinations, and containers for food and water; promote the program using established media contacts; and provide traps, transportation, and housing. The Parks and Recreation Department will be responsible for signage for the specific area. Purrfect Haven and San Antonio Feral Cat Coalition will be responsible for providing volunteers to trap the feral cats in the park; provide caretakers that will feed and monitor the colony; utilize volunteers to socialize potentially adoptable cats and kittens; place adoptable cats and kittens; turn over to ACS all trapped cats

bearing identification and/or registration; require anyone performing work under this agreement to execute a waiver of liability releasing the city of all liability; and provide the City with copies of all executed waivers of liability forms no later than ten (10) days of execution.

There are an estimated number of 50 feral cats residing in the area that will be identified as the colony area in Brackenridge Park.

The objectives of the program are: to reduce the number of cats in Brackenridge Park through sterilization and adoption; establish a registry of all cats residing in the colony to ensure accurate population census and identify new additions to the colony; ensure cats return to the colony with appropriate care; and to establish protocols for future TNR programs city-wide.

ISSUE:

Presently, there is an existing feral cat colony requiring nonlethal management that must be addressed through a coalition inclusive of Animal Care Services.

The San Antonio City Code Chapter 5 requires impoundment of unrestrained and nuisance animals on public property.

There is a continued outcry from animal welfare and animal rights groups for support of the nonlethal method of managing feral cat populations.

Most impounded cats identified as ferals are euthanized at the completion of their holding period of 2 days.

ALTERNATIVES:

Currently, there is no nonlethal alternative for the legal management of a feral cat colony. There is no organized effort to manage the feral cat colony because of lack of resources and fear of prosecution.

FISCAL IMPACT:

Animal Care Services will support the program with \$5,000 allocated for spay/neutering, vaccinations, micro chipping and containers for food and water. This is a one-time commitment for expenditures through September 30, 2007. This action authorizes the revision of the Animal Care Services Fund budget and has no impact on the General Fund.

RECOMMENDATION:

The Staff recommends approval.

ATTACHMENT(S):

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File Description	File Name
Memorandum of Agreement	TNR MoA 1-4-06.pdf
Volunteer Release Form	Volunteer Release.pdf
Ordinance/Supplemental Documents	200701040002.pdf

DEPARTMENT HEAD AUTHORIZATIONS:

Jeffrey L. Hale Director Animal Care Services

APPROVED FOR COUNCIL CONSIDERATION:

Pat DiGiovanni Deputy City Manager

