

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 NEGLIGENCE 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 _____ day of _____ 200__ by the members of the San Antonio Coalition for Trap, Neuter, and Return program:

CITY:

CITY OF SAN ANTONIO

SAN ANTONIO FERAL CAT COALITION

Pat DiGiovanni
Deputy City Manager

(Name)
(Title)

Date:

Date:

ATTEST:

PURRFECT HAVEN

Leticia M. Vacek
City Clerk

(Name)
(Title)

Approved as to Form:

Date:

Michael D. Bernard
City Attorney