

**RESOLUTION NO. 051313-3**

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE ABILENE ANIMAL HOSPITAL, P.A. AND THE CITY OF ABILENE, KANSAS, CONCERNING THE IMPLEMENTATION OF A TRAP-NEUTER-RELEASE PROGRAM**

**WHEREAS**, the Abilene Animal Hospital, P.A. and the City desire to partner together to address the problem of feral cats throughout the community;

**WHEREAS**, the Jeffcoat Foundation has graciously provided funding toward a Trap-Neuter-Release Program to be implemented and administered in partnership between the Abilene Animal Hospital, P.A. and the City.

**NOW, THEREFORE BE IT RESOLVED**, by the City Commission of the City of Abilene, as follows:

**Section 1. Memorandum of Understanding.** That a Memorandum of Understanding between the Abilene Animal Hospital, P.A. and the City of Abilene, Kansas, is hereby adopted as attached hereto as **Exhibit A**.

**Section 2. Implementation.** The Mayor is hereby authorized to execute the Memorandum of Understanding, and the City Manager shall be authorized to enforce the provisions as provided therein and in applicable resolutions, ordinances, and laws.

**Section 3. Effective Date.** That the effects of this Resolution shall be in full force after its approval by the City Commission.

**PASSED AND APPROVED** by the Governing Body of the City of Abilene, Kansas this 13<sup>th</sup> day of May, 2013.



ATTEST:

*Penny Soukup, CMC*  
Penny Soukup, City Clerk

**CITY OF ABILENE, KANSAS**

By: *John Ray*  
John Ray, Mayor

**EXHIBIT A**

**Memorandum of Understanding**

**City of Abilene, Kansas**

**and**

**Abilene Animal Hospital, P.A.**

**(Trap-Neuter-Release Program)**

**May 13, 2013**

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into this 13<sup>th</sup> day of May, 2013, between the Abilene Animal Hospital, P.A. ("Hospital") and the City of Abilene, Kansas, a municipal corporation, (the "City") with respect to the facts and objectives set forth below.

### RECITALS

- A. The City and the Hospital propose to implement a Trap, Neuter, and Release Program intended to assist with the management of the stray cat population within the City of Abilene.
- B. The City and Hospital seek to establish certain terms and conditions with respect to the implementation of the program.

**NOW, THEREFORE**, in consideration of the foregoing, the City and the Hospital agree as follows:

- 1. Purpose. The purpose of this Agreement is to establish certain terms and conditions for the City and Hospital's partnership to provide a Trap, Neuter, and Release Program for feral cats in the community, through vaccination, retrovirus testing, surgical sterilization and permanent identification.
- 2. Term. This Agreement shall become effective upon the approval and execution of both parties and shall remain in effect for one year. Following completion of the term, both parties agree to review the Agreement and negotiate amendments thereto in good faith. If no changes are necessary, the Agreement shall renew annually on the Effective Date of the Agreement, unless either party elects to terminate the Agreement as provided herein. Both parties agree to periodically review this Agreement and make changes as may be necessary and appropriate for the continued partnership between the parties, except that both parties agree that the City Commission shall have the final approval on any proposed changes to this Agreement.
- 3. Termination. Either party may elect to terminate the Agreement, at any time, by providing written notice of its intention to terminate said Agreement. Such written notice shall be provided to the other party thirty (30) days prior to effective date of any such termination of the Agreement.
- 4. City's Responsibilities. The City's responsibilities shall be as follows:
  - a. The City will be responsible for setting humane traps in areas identified to have a high population of stray or feral cats.
  - b. Traps will be set and monitored at the discretion of the Community Service Officer.
  - c. Cats that have been trapped will be transported by the Community Service Officer, or designated representative, to the Hospital during regular business hours for processing.
  - d. Cats that have visible identification will be released. Visible identification will be considered a collar with tags or a rabies tag; flea collars are not considered identification.

- e. Once processed by the Hospital and authorized for release, the Community Service Officer, or other authorized representative, will return cats to the location where captured. Said release will be coordinated with the Community Service Officer's schedule and workload.
- f. The City agrees to own and maintain the traps associated with this program. All traps will be clearly labeled "Property of the City of Abilene - Do Not Handle."

5. Hospital's Responsibilities. The Hospital's responsibilities shall be as follows:

- a. The Hospital will provide all of the materials, labor, and facility space required to perform the veterinary services as defined in this Agreement. All Hospital employees shall not be considered employees of the City, and Hospital shall be responsible to pay the wages, benefits, workers compensation insurance, and withholding taxes of said employees.
- b. The Hospital will be responsible for all data gathering, maintenance of record keeping, and any other statistical information relevant to the program. The Hospital agrees to share such information with the City upon request.
- c. The Hospital agrees to provide a field representative in the event the Community Service Officer is unable to retrieve or release animals in a timely manner. An authorized representative of the Abilene Police Department will communicate the need for assistance, as soon as practical. The Hospital will dispatched an authorized representative as workload allows. The Hospital may use discretion in providing such assistance so as to allow for minimal disruption of regularly scheduled appointments and patient care.
- d. The Hospital will receive animals at the time they are transported and delivered to the Hospital. The Hospital agrees to provide housing, food, and water until such time that the animals are able to be released.
- e. Each animal will be processed in the following manner:
  - i. Trained employees of the Hospital will safely handle each animal at all times.
  - ii. Animals deemed safe to handle will receive a physical examination and retroviral screening test. Animals identified as healthy and retrovirus negative will be given an injectable sedative and prepared for surgery.
  - iii. Once sterilized, the Hospital will provide a means to identify animals that have been processed. Each animal that is surgically sterilized will be given vaccinations for FVRCP, rabies and feline leukemia in recovery.
  - iv. Animals identified as unsafe or medically unable to undergo surgery, or those that are retrovirus positive will be humanely euthanized.
  - v. Upon recovery, animals will be released at the location of entrapment by the Community Service Officer. The Hospital will notify the Abilene Police Department to coordinate the release of animals.

6. Program Funding. Funding has been secured for this project through the Jeffcoat Foundation. Any project costs in excess of the amount of funding provided through the Foundation shall be borne entirely by the Hospital. If funds cannot be secured to continue the program, the Hospital acknowledges that the program will be terminated. No public funds have been appropriated for this program; the City's only contribution will be limited to personnel costs associated with the Community Service Officer's trapping and transporting of animals as provided herein and as may be annually budgeted by the City.
7. Public Information. In an attempt to minimize the potential for personal injuries due to this program, the Hospital and the City agree to partner on the implementation of a communication plan to notify the public about this program and the dangers associated with its implementation.
8. Citizen Rabies Testing. Rabies testing for any citizens or members of the public found to be handling or otherwise interfering with traps will be required to cover the costs of any rabies testing and treatment at their own expense.
9. Insurance. The Hospital shall provide the City with proof of Comprehensive General Liability Insurance. Such proof of insurance shall be provided to the City at the time the Hospital executes this Agreement and shall be reviewed and approved by the City Attorney.
10. Indemnification. The Hospital, its Board of Directors, members, and any third-party representatives or other agents thereof agree to hold the City harmless from and to indemnify City from any and all liability to third persons for any injuries to persons, animals, or property resulting from the implementation of this Agreement.

The Hospital will assume no liability in the event of the following, but not limited to: lost or damaged traps, any injuries to the public associated with the handling of traps or caused by the animal within the trap. The Hospital will maintain responsibility for any injuries to Hospital staff that may occur while handling stray cats during the implementation of this program. The Hospital shall not be held liable for the cost of rabies testing arising from the implementation of the program, except as it may be required for its employees. The Hospital will notify the Dickinson County Health Department of any possible human rabies exposure as per state guidelines for rabies control. The Hospital will assume liability in the event of injuries to its employees sustained while working in the course of implementing this program. The City will assume liability in the event of injuries to its employees sustained while providing the services outlined herein.

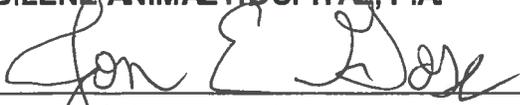
11. Amendments. This Agreement may be amended at any time with the mutual written consent and approval of both parties.
12. Entire Agreement. This Agreement and any attachments constitute the entire Agreement between the City and the Hospital.
13. Transferability. The Hospital agrees that no rights contained herein may be transferred or assigned by the Hospital and that such rights may only be transferred or assigned with the written consent of the City.

**IN WITNESS WHEREOF**, the City of Abilene, Kansas, and the Abilene Animal Hospital, P.A. have caused this Memorandum of Understanding to be executed as of the day and year first above written.

**CITY OF ABILENE, KANSAS**

**ABILENE ANIMAL HOSPITAL, P.A.**

By:   
John Ray, Mayor

  
Authorized Representative

ATTEST:

  
Penny Soukup, City Clerk

