

RESOLUTION NO. R-9-24RESOLUTION ON TRAP-NEUTER-RELEASE (TNR) PROGRAM FOR FERAL CATS IN FORT SMITH

WHEREAS, feral cat colonies are prevalent in the City of Fort Smith; and

WHEREAS, community volunteers are committed to humanely trapping, sterilizing, and releasing feral cats; and

WHEREAS, participating veterinary service providers are critical to the TNR process and need to be identified as places for volunteers to take feral cats for sterilization; and

WHEREAS, the City of Fort Smith is willing to pay a fixed amount per cat to a participating veterinary service provider as reducing the number of feral cats and feral cat colonies in the city is an important part of the city's goal on reducing the stray pet population in the city.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, that the terms and conditions of the TNR Program are as follows:

SECTION 1: SCOPE OF SERVICES:

- a. Veterinary services for TNR include spaying/neutering, medical evaluation, vaccinations, ear notching, and record-keeping.
- b. Providers must keep accurate records of the number of feral cats treated and the person or persons who delivered such feral cats for sterilization through the TNR program, and approximate addresses/areas of the city near which such animals were trapped and returned.

SECTION 2: COMPENSATION AND PAYMENT:

- a. The total amount to be paid to the Provider in return for each feral cat sterilized and treated as part of the TNR program is Fifty (\$50.00) dollars per animal.
- b. The Provider shall invoice the City of Fort Smith for each feral cat treated and sterilized as part of the TNR program, at which time the city shall process payment according to its normal processes.
- c. Providers must register as a Vendor with the City.

SECTION 3: APPROVAL AND AUTHORIZATION OF THE PUBLIC SERVICES AGREEMENT FOR TRAP-NEUTER-RELEASE SERVICES:

- a. The Public Services Agreement for Trap-Neuter-Release Services, as attached to this resolution, is hereby approved.
- b. The City Administrator is authorized to execute the Public Services Agreement with participating veterinarians and animal organizations ("Providers").

- c. This authorization enables the City Administrator to sign the Public Service Agreements on behalf of the City, ensuring the efficient implementation of the City's Trap-Neuter-Release (TNR) Program for spay and neuter services for feral cats.
- d. The Public Service Agreement outlines the terms and conditions under which services will be rendered, including but not limited to, reimbursement rates, reporting requirements, and the scope of services.

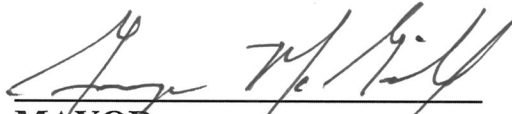
SECTION 4: ANCILLARY CONDITIONS:

- a. The City of Fort Smith will budget a specific amount of dollars each year in support of TNR services. The City will notify all participating Providers if or when such budget is depleted for the year.
- b. Any services to treat feral cats as part of the TNR program provided by participating Providers before notice of depleted funding will be paid in full by the City of Fort Smith.

This resolution formalizes the commitment of the City of Fort Smith and participating Providers to manage the feral cat population through a humane and collaborative Trap-Neuter-Release program.

ADOPTED THIS 18th DAY OF Jan. 2024.

APPROVED:




MAYOR

ATTEST:



CITY CLERK

Approved as to Form:



Publish One Time

PUBLIC SERVICES AGREEMENT
TRAP-NEUTER-RELEASE Services

On this _____ day of _____, 2024 (the Effective Date) this Agreement is entered into between the City of Fort Smith, Arkansas (the City) and _____, a duly certified provider of veterinary medical care and services in the State of Arkansas (the Provider), for participation in the City's Trap-Neuter-Release (TNR) Program for spay and neuter services for feral cats.

WHEREAS, colonies of feral cats are abundant in the City of Fort Smith; and

WHEREAS, community volunteers are willing to humanely trap feral cats, deliver them to a veterinary service provider for sterilization, and release them back into their colonies; and

WHEREAS, participating veterinary service providers are critical to the TNR process and need to be identified as places for volunteers to take feral cats for sterilization, and

WHEREAS, the City of Fort Smith is willing to pay a fixed amount per cat to a participating veterinary service provider as reducing the number of feral cats and feral cat colonies in the city is an important part of the city's stance on reducing the stray pet population in the city.

NOW, THEREFORE, the parties, in consideration of the terms, covenants, and conditions as set forth herein, hereby agree as follows:

1. SCOPE of SERVICES to be provided by the Provider concerning feral cats as Trap Neuter Release (TNR) candidates include:
 - a. Perform spay and neuter services on feral cats brought in by members of the public serving their community/neighborhood by trapping such feral cats for sterilization in order to reduce the feral cat population in the City. Basic medical evaluation, vaccinations, ear notching, and other basic treatments are considered part of the TNR process.
 - b. Keep accurate records of the number of feral cats treated and the person or persons who delivered such feral cats for sterilization through the TNR program, and approximate addresses/areas of the city near which such animals were trapped and returned.
 - c. Submit a reimbursement request for each feral cat sterilized and treated under the TNR program.

2. COMPENSATION and METHOD OF PAYMENT
 - a. The total amount to be paid to the Provider in return for each feral cat sterilized and treated as part of the TNR program is Fifty (\$50.00) dollars per animal.

- b. The Provider shall invoice the City of Fort Smith for each feral cat treated and sterilized as part of the TNR program, at which time the city shall process payment according to its normal processes.
- c. Provider shall register as a Vendor with the City.

3. TERM of AGREEMENT

- a. The term of this Agreement shall be from the effective date through the end of the current calendar year, December 31, 2024.
- b. This agreement shall automatically renew for up to two one-year periods unless terminated by either party by providing written notice at least thirty (30) days before the end of the then-current period. Extension of the arrangement beyond the second renewal period must be formally evaluated and approved by both parties.
- c. Termination. Either party may terminate this agreement at any time by providing written notice at least thirty (30) days before termination.
- d. Notices. The Parties have designated the following for the receipt of Notices related to this Agreement.

- i. For the City of Fort Smith, Notices shall be provided via hard copy or email to:
City of Fort Smith
City Administrator
PO Box 1908
Fort Smith, AR 72902
administration@fortsmithar.gov

- ii. For the Provider, Notices shall be provided via hard copy or email to:

Mailing address: _____

Email address: _____

4. ANCILLARY CONDITIONS

- a. The City of Fort Smith will budget a specific amount of dollars each year in support of TNR services. The City will notify all participating Providers if or when such budget is depleted for the year.
- b. Any services to treat feral cats as part of the TNR program before notice of depleted funding will be paid in full by the City of Fort Smith.

The City Administrator is authorized to approve this agreement. This Agreement is hereby approved and executed by representatives of the Parties, each attesting that they are duly authorized.

CITY OF FORT SMITH, ARKANSAS

DRAFT

By: _____
Carl E. Geffken, City Administrator

ATTEST: _____
City Clerk

PROVIDER

Provider