

PCP
3/22/13

Amended Intergovernmental Coop Agreement
Jackson County, MO; Animal Shelter
11/30/12-mr

BILL NO. 12-159

ORDINANCE NO. 18047

AN ORDINANCE AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT WITH JACKSON COUNTY, MISSOURI, FOR THE CONSTRUCTION AND OPERATION OF AN ANIMAL SHELTER TO SERVE THE CITY OF INDEPENDENCE AND JACKSON COUNTY.

WHEREAS, The City and Jackson County have previously entered into an agreement to construct an animal shelter to serve the City and Jackson County; and,

WHEREAS, the Agreement provided that, among other things, the City would operate a regional animal shelter within a building constructed by Jackson County on property owned by the City; and,

WHEREAS, the City and Jackson County have determined that the initial five-year operation of the shelter will be provided by a third-party vendor;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Manager of the City of Independence, Missouri, is hereby authorized and directed to execute for and on behalf of said City, a First Amendment to that certain Intergovernmental Cooperative Agreement between said City and Jackson County, Missouri, substantially the same as and in conformance with the First Amendment to Intergovernmental Cooperative Agreement, which is referenced herein, and attached hereto.

PASSED THIS 22nd DAY OF JANUARY, 2013, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Don B. Reinal
Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

Sharon Buckett
City Clerk

APPROVED - FORM AND LEGALITY:

David L. Schwarz
City Counselor

REVIEWED BY:

Patricia Haines
City Manager

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, sufficient to meet the obligation hereby incurred.

Source is As Indicated

John L. Hare
Director of Finance
City of Independence, Missouri

FILED
MAR 14 2013
MARY JO SPINO
COUNTY CLERK

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY
OF INDEPENDENCE AND JACKSON COUNTY FOR CONSTRUCTION AND
OPERATION OF AN ANIMAL SHELTER FACILITY

WHEREAS, the City and County entered into an Intergovernmental Agreement between the City of Independence and Jackson County for Construction and Operation of an Animal Shelter Facility dated June 30, 2009 (the "Agreement");

WHEREAS, the Agreement provided that, among other things, the City would operate an animal shelter within a building constructed by the County on property owned by the City (the "Regional Animal Shelter");

WHEREAS, the City and County have now agreed to amend the Agreement to allow a third-party vendor to operate the Regional Animal Shelter and to make additional changes to the Agreement as set forth below.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations in this Amended Agreement, the City and County agree as follows:

1. The County has selected a non-profit organization ("Operator") to operate the Regional Animal Shelter for a five year period, January 1, 2013 through December 31, 2017 (the "Term"). During the Term, the County, through the Operator, will provide sheltering services to the City's animal control division. During the Term, County shall be responsible for all operational duties and responsibilities of the City as set forth in the Agreement unless amended herein, including but not limited to the following:

- a) Securing service and payment for all utilities;
- b) Facility and grounds maintenance;
- c) Requiring Operator to carry comprehensive general liability insurance for the facility and employees;
- d) Requiring Operator to indemnify and hold the City of Independence harmless as outlined in Paragraph 14 of the Intergovernmental Agreement;
- e) Assuring the Operator has secured all required licenses and permits, including all appropriate licenses from the State of Missouri as defined by State statutes.

A. As a part of this assumption of duties and responsibilities the County shall perform proper maintenance and repair of all county-owned fixtures and equipment within or at the shelter to avoid the voiding of manufacturers' and suppliers' warranties, and shall provide a report to the City at the end of each calendar year indicating the age and condition of all such fixtures and equipment. City shall be provided the opportunity to physically inspect the premises upon reasonable notice. County shall furnish to the City a copy of any inspections performed by any licensing jurisdiction.

B. The City agrees, upon annual appropriation, to pay the County according to the following schedule for the sheltering services that will be provided by the Operator at the Regional Animal Shelter pursuant to this Amended Agreement ("Fees"):

January 1, 2013 – December 31, 2013	\$435,000 Annually
(Prorated to the first of the month after the City begins delivering animals to the Shelter)	
January 1, 2014 – December 31, 2014	\$435,000 Annually
January 1, 2015 – December 31, 2015	\$515,000 Annually
January 1, 2016 – December 31, 2016	\$515,000 Annually
January 1, 2017 – December 31, 2017	\$515,000 Annually

If City's legislative body does not appropriate all of the funds necessary for the Fees as outlined herein as part of its annual budget adoption, the Amended Agreement shall terminate at the end of the City's current appropriation period with no further services being provided to the City, and the City shall be released of its obligation to make all Fee payments coming due thereafter.

City and County, to assure an orderly process of planning and budgeting to avoid disruption of service to the public, shall begin negotiation for the extension or modification of this agreement, as applicable, in January, 2017.

C. Upon receipt of quarterly invoices from the County, the City will pay the fees set forth in Section 1 (B) to the County in quarterly payments in advance of the services provided according to the following schedule:

January 1 for services provided January – March;

April 1 for services provided April – June;

July 1 for services provided July – September; and

October 1 for services provided October – December.

D. In exchange for the payment of the fees set forth in Section 1 (B), the County guarantees to the City that animals delivered to the Regional Animal Shelter by the City's animal control officers or City's law enforcement officers will be accepted into the Regional Animal Shelter 24 hours per day, 365 days per year. During the term of this amendment the "return to owner" fee for animals delivered by the City shall be \$75 per animal.

The County guarantees to the City that animals delivered to the Regional Animal Shelter by residents of Independence, will be accepted into the Regional Animal Shelter. The City agrees, at no added cost to itself, to promote the Regional Animal Shelter to encourage pet adoptions and spay and neutering of pets.

E. The City agrees it will not perform public intake operations or receive animals dropped off by members of the public at the City's animal control field services facility. The City will direct people bringing animals to the City's animal control field services facility to the Regional Animal Shelter. The City reserves the right to deliver animals obtained by City animal control officers to the Regional Animal Shelter or to hold animals that may present a public health issue at the City's animal control field services facility. The City agrees it will not conduct adoptions out of the City-owned animal control field services facility.

F. The City agrees to provide incinerator services for animals that originate from Independence or unincorporated areas of Jackson County at no cost to the County or the Operator. Information satisfactory to the City regarding the origin of any such animals shall be furnished to the City. The City shall be under no obligation to provide pick up of animals at the facility.

G. The County will provide reports on a quarterly basis to the City regarding the operation of the Regional Animal Shelter including intake and disposition of animals and all revenues received and expenditures paid, said reports to be received by the City within 30 days following quarter end, and will respond in a timely manner to the City on information requests. For purposes of this agreement a quarter will end on March 31, June 30, September 30 and December 31. The City and the County agree that they shall together, on an annual basis on or before March 31 of each year of the Term, review the Regional Animal Shelter intake numbers in order to determine whether any major shifts are detectable in the animal population being served by the Regional Animal Shelter. In the event of a significant shift in numbers, both parties agree that they shall meet and confer regarding management of the animal population. The County and City mutually agree to work to ensure that the electronic record system(s)

related to the intake and processing of animals are compatible, and allow efficient transfer of information.

H. City and County agree that the County or the County's Operator will provide on-site veterinary services to animals housed at the County's facility until such animals are adopted or released from the facility; as well as partnering with rescue groups in providing veterinary services. Additionally, it is understood should veterinary services be offered to the public at some point in the future it will be for the purpose of providing affordable veterinary care for those who are receiving federal or state income assistance.

I. City and County agree that City has incurred expenses totaling \$44,746.50 for equipment and material that City purchased and supplied to fulfill the City's responsibility to operate the new facility. City and County agree that County shall reimburse the City for such expenses. The County, at its option, may directly pay the City the agreed amount within 60 days of the execution of this agreement or shall authorize the City to reduce the City's annual fee by said amount for the first year of this amendment in the first quarterly payment due to the County.

J. The City and the County shall participate in a Jackson County Animal Welfare Committee. The Committee shall be comprised of five members who shall serve for two-year terms. The County Executive shall appoint three members and the Independence Mayor shall appoint two members. The Committee shall select its own chair from among its members.

The Committee shall be charged with the responsibility to, among other things: promote spay and neuter programs for household pets; support educational programs that promote the welfare and safety of animals; hear complaints regarding abuse or cruelty to animals when, in the committee's opinion, such complaints have not been satisfactorily addressed by any applicable enforcement or animal welfare agency; investigate charges of unethical treatment of animals.

The Committee shall meet as often as the Committee determines to be necessary, but no less often than twice per year. The Committee shall submit a written report of its activities to the Jackson County Executive and the Mayor of the City of Independence no later than January 31st of each year.

K. City and County agree that City has incurred obligations with regard to City's employees who are affected by the approval of this agreement. In addition, County agrees that City will have to expend efforts to close the City's existing facility from access to the public and to secure said facility, pursuant to the agreement. To assist City's efforts, County shall allow a credit against the City's second quarterly payment equal to the equivalent of three (3) months' severance pay for each of the City's affected employees to the extent payments have been made

by the City or to employees and provided the affected employee has not been hired in another position by the City or by the operator of the regional animal shelter.

L. City and County agree the new facility shall be named the Jackson County Regional Animal Shelter, and that neither the City nor the County may unilaterally change the name or designation of the facility during the five (5) year term of amendment to the agreement.

2. Upon termination of this Amendment, the agreement reverts to the original Intergovernmental Agreement dated June 30, 2009 with the following changes:

A. Section 5 is hereby amended to include the following additional sentence:

Whoever operates the Regional Animal Shelter, whether the City, County or third party vendor, shall do so as a "no kill" facility generally defined as less than a 10% euthanasia rate for adoptable animals, on an annual basis.

B. Section 11 (B) is hereby amended to read as follows:

Services Provided. The City shall agree to provide shelter space for small animals including dogs, cats, and small animals for at least the applicable holding period. The City shall provide care to these animals including but not limited to food, shelter, necessary veterinary care, etc. As a condition of adoption, dogs and cats shall be spayed and neutered.

3. County agrees that any City employees displaced from City employment because of this agreement shall have the opportunity to apply for and be considered for employment at the County's facility.

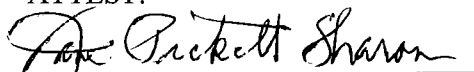
IN WITNESS WHEREOF, the parties have entered into this Agreement on the ____ day of _____, 2013.

CITY OF INDEPENDENCE, MISSOURI


Robert Heacock, City Manager

Ord. No. 18047

ATTEST:


Jaree Pickett Sharon, City Clerk

APPROVED AS TO FORM

Dayla Bishop Schwartz
Dayla Bishop Schwartz, City Counselor

JACKSON COUNTY, MISSOURI

Mike Sanders
Mike Sanders, County Executive

ATTEST:

Mary Jo Spino
Mary Jo Spino, Clerk of the Legislature

APPROVED AS TO FORM

Steve Nixon
Steve Nixon, County Counselor

REVENUE CERTIFICATE

~~I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$ _____ which is hereby authorized.~~

~~_____~~
Date

~~_____~~
Director of Finance and Purchasing
Acct. # _____