

COOPERATIVE AGREEMENT

THIS AGREEMENT, by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County of the State of Missouri, hereinafter referred to as "the County" and **GREAT PLAINS SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS** d/b/a **GREAT PLAINS SPCA**, a Missouri Nonprofit Corporation, hereinafter referred to as "Great Plains," is made and entered into this 7 day of ^{Jan.} ~~December~~, 2013.

WITNESSETH:

WHEREAS, the County has constructed a state of the art animal shelter facility on land owned by the City of Independence, Missouri, located at 21001 E. Missouri Hwy 78, Independence, MO, hereinafter referred to as "the Facility"; and,

WHEREAS, by Request for Proposals (RFP) 76-12, the County has solicited formal written proposals from nonprofit agencies for the operation of the Facility; and,

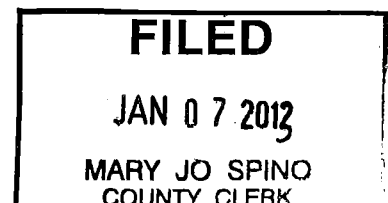
WHEREAS, Great Plains submitted the only responsive proposal to the County's RFP 76-12; and,

WHEREAS, the County evaluated Great Plains's Proposal as adequate and, by Resolution 18044, dated December 3, 2012, awarded Great Plains a contract for the operation of the Facility for a period of five years commencing January 1, 2013; and,

WHEREAS, this Cooperative Agreement adequately sets out the rights and obligations of the parties regarding this matter; now therefore,

It is agreed by and between the parties as follows:

1. Great Plains shall operate the Facility in accordance with the specifications



set out in the County's RFP 76-12, as modified by Exhibit F to Great Plains's proposal submitted in response to RFP 76-12, for a five-year term commencing on January 1, 2013.

2. The County's RFP 76-12, as specifically modified by Exhibit F to Great Plains's Proposal, and Great Plains's Proposal itself are specifically incorporated into this Agreement. Together, these three documents incorporate the entire agreement and understanding of the parties. In the event of a conflict among the provision of any of these documents, the provision of the document in the higher position in the following order shall prevail:

- a. This Agreement.
- b. RFP 76-12, as modified by Exhibit F to Great Plains's Proposal.
- c. Great Plains's Proposal.

3. If either party shall determine to terminate this Agreement prior to its normal termination on December 31, 2017, then that party may do so by providing one-year's advance written notice with said termination to be effective on the next succeeding anniversary date of the Agreement after the passage of the one-year notice period. Further, the County may determine to terminate this Agreement prior to its normal termination date for cause. "Cause" shall include, but shall be limited to animal abuse, financial mismanagement, and/or unsatisfactory inspections by the U.S. Department of Agriculture. In the event the County determines to terminate for cause, the County shall give Great Plains 60-days' written notice of its intent to terminate. Upon receipt of such notice, Great Plains shall have 30 days in which to cure all noted deficiencies. If Great Plains fails to cure the deficiencies within 30 days of receipt of notice the Agreement shall be terminated at the end of the 60-day notice period. Additionally, Great Plains may

immediately terminate this Agreement if any reimbursement for utilities charges owed by the County to Great Plains pursuant to paragraph 6 hereof remains unpaid 60 days after the County's receipt of Great Plains's invoice for that reimbursement.

4. The County has proposed to provide animal shelter service to the City of Independence at the Facility. In the event that the City of Independence ultimately agrees to accept the County's proposal in this regard and executes a contract with the County for these services, Great Plains agrees to provide these animal shelter services to the City on the County's behalf, as described in the separate Cooperative Agreement between the County and the City. For services provided to the City of Independence, the County shall pay Great Plains according to the following schedule for so long as the County's contract with the City of Independence shall be in effect:

2013 -	\$435,000
2014 -	435,000
2015 -	515,000
2016 -	515,000
2017 -	515,000

The County shall make quarterly payments to Great Plains for these services by the fifteenth of the month, the first month of the quarter upon receipt of Great Plains's invoice.

5. For the duration of this Agreement, Great Plains will provide animal control field services within the unincorporated portion of the County, as specified in section 3.14 of the County's RFP, at no additional cost to the County. Further, Great Plains agrees that it will be available to contract with any other municipalities within the County, to shelter animals picked up within the municipality pursuant to the municipality's animal control ordinances, at a cost to the municipality not to exceed the cost set out in the maximum fee

schedule located on page 21 of Great Plains's Response to the County's RFP. Great Plains further agrees that it will negotiate in good faith with any other municipality within the County for the purpose of arriving at a contract with municipality to provide other animal control field services within that municipality.

6. For the duration of this Agreement, the County shall reimburse Great Plains for its utilities charges at the Facility. For purposes of this paragraph, "utilities" shall include electricity, natural gas, water, sewer, storm water runoff, and local telephone service. "Utilities" shall not include long distance telephone, cable television, internet, or any other service. Great Plains shall invoice the County monthly, providing copies of paid utilities bills, and the County shall pay said invoice monthly upon receipt. The County's reimbursement obligation under this paragraph for the calendar year 2013 shall not exceed \$130,000.00. Thereafter, annual caps for utility charges to be reimbursed by the County are subject to negotiation between the parties.

7. The County shall retain title and ownership to all equipment and fixtures purchased with County funds and installed or placed within the Facility. All such equipment and fixtures shall remain with the Facility upon the termination of this Agreement. Great Plains shall retain title to any equipment and supplies that it installs or places within the Facility and may remove such equipment and supplies upon the termination of this Agreement.

8. Great Plains shall be responsible for day-to-day maintenance of the Facility and grounds, including janitorial service, replacing light bulbs and filters, and routine grass mowing. In the event that Great Plains desires to replace or install carpet or paint interior walls or surfaces or other physical improvements, Great Plains may do so at its own

expense, subject to the County's approval as to colors and materials. The County shall be responsible for major repairs to the Facility and grounds, and systems and equipment contained therein, including HVAC, plumbing, electrical, and major appliances. In the event of a significant snowfall (more than 1-inch accumulation), the County shall be responsible for snow plowing and removal from entrance roads, parking lots, and sidewalks. In the event of light snowfall, Great Plains shall be responsible for any desired snow removal.

(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

By W. Stephen Nixon
for W. Stephen Nixon
County Counselor

By Michael D. Sanders
Michael D. Sanders
County Executive

ATTEST:

GREAT PLAINS SPCA

Mary Jo Spino
Mary Jo Spino
Clerk of the County Legislature

By Courtney Thomas
Courtney Thomas
President
05-0552529
Federal I.D. Number