

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Cooperative Agreement for animal shelter services with Wayside Waifs, Inc., of Kansas City, MO, at an actual cost to the County not to exceed \$25,000.00.

RESOLUTION #16786, January 7, 2009

INTRODUCED BY Bob Spence, County Legislator

WHEREAS, Wayside Waifs, Inc., is willing to provide animal shelter services for the temporary shelter of small domestic animals and the proper disposal of dead animals, for use by the County; and,

WHEREAS, the County desires to use these services as part of its comprehensive animal control program; and,

WHEREAS, the Cooperative Agreements sets forth the mutual responsibilities and obligations of the parties for provision and payment of the services described above; and,

WHEREAS, this Agreement is recommended by the Public Works Department's animal control program staff; and,

WHEREAS, the term of this Agreement shall be for one year commencing on January 1, 2009, and may be renewed on an annual basis thereafter for up to three years at a cost not to exceed a 5% increase for each annual term; and,

WHEREAS, this Agreement is in the best interests of the health, welfare, and safety of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Cooperative Agreement with Wayside Waifs, Inc., of Kansas City, MO, for animal shelter services, at a cost to the County not to exceed \$25,000.00; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the Agreement.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Andy D. Hark
Chief Deputy County Counselor

Mary Jo Jones
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #16786 of January 7, 2009, was duly passed on January 7, 2009 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

1-7-09
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 002 1503 56790
ACCOUNT TITLE: Health Fund
Environmental Health Department
Other Contractual Services
NOT TO EXCEED: \$25,000.00

1/29/08
Date

Q. Tracy Thomas
Director of Finance and Purchasing

RECEIVED

DEC 15 2008

COOPERATIVE AGREEMENT FOR ANIMAL SHELTER SERVICES

This is an Agreement between Wayside Waifs, Inc. hereinafter referred to as "The Shelter" by and through its President and Jackson County, Missouri, a constitutional home rule charter county of the first class of the state of Missouri, hereinafter referred to as "The County," by and through its County Executive.

Whereas, the Shelter desires both to provide animal shelter space for small domestic animals and to properly dispose of dead animals for the County and the County desires to use this service; and

Whereas, this Agreement sets forth the mutual responsibilities and obligations of the parties for provision and payment of the services described above; NOW THEREFORE,

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The term of this Agreement shall be for one year commencing on January 1, 2009 and may be renewed on an annual basis thereafter for up to three years after and not to exceed a 5% increase for each term.
2. The President of the Shelter or such officer at the time performing duties equivalent to that of the President of the Shelter, shall be the Administrative Officer for the Shelter respecting this Agreement, and any approvals or other decisions necessary under this Agreement will be made by the President. The Director of Public Works of Jackson County, or such officer at the time performing duties equivalent to that of Director of Public Works, shall be the Administrative Officer for the county respecting this Agreement and any approvals or other decisions necessary under this Agreement. The Administrative Officers are expressly authorized to execute such memorandums of understanding between the parties as are necessary to implement this Agreement so long as such memorandums do not significantly increase the financial or legal obligation of either party.
3. The Administrative Officers shall meet at least 90 days prior to the anniversary date of this agreement to determine the adequacy of cost for services. The Administrative Officers, upon mutual agreement, may increase the costs to assure agreement adequacy, however, no increase shall exceed 5% in any one year without the Jackson County Legislature approval.
4. The Shelter agrees to provide shelter space for small animals picked up by the animal control agency of the County for a cost of \$100 per animal for the 5 day holding period required by the state of Missouri. These dogs and cats will be disposed of pursuant to the County's ordinances. All adoption fees, boarding fees and other applicable fees collected at the Shelter shall be retained by the Shelter.
5. Staff of the Shelter shall provide care to these small animals.

FILED 

JAN 22 2009

MARY JO SPINO
COUNTY CLERK

6. The Shelter shall receive live animals from the County during normal business hours.
7. Administrative staff of the Shelter shall keep records, process redemptions and adoptions, and handle all paperwork for each small animal.
8. The enforcement agency of the County Shall be responsible for notifying residents of said County of where their animals will be taken. Residents of the County will be able to redeem their animal, or adopt an animal from the shelter during normal business hours. Any applicable redemption fines or fee will be collected by the Shelter before an animal is released to its owner by staff of the Shelter. Proper paperwork from the Shelter will be required before such release is granted. If proof is not sufficient, staff of the Shelter shall refuse such redemption until adequate proof is produced, or until requested by an agent for the County.
9. The Shelter will receive dead animals during business hours from the County at a cost of \$15 per dog or cat, and small wild animals such as squirrels and opossums.
10. The shelter will bill the County monthly for live and dead animals delivered to the Shelter. The County will ensure that payment is received by the Shelter within thirty (30) days after the bill is mailed.
11. This Agreement may be terminated by any of the parties upon thirty (30) days written notice. Payment shall be made under the terms of this Agreement for any services already provided, rendered or committed as of the date of such termination.
12. No party to this Agreement shall assume any liability for the acts of any other party to this contract, its officers or employees.
13. All correspondence and communication regarding this Agreement shall be directed as follows, unless either party notifies the other in writing of a new contact person:

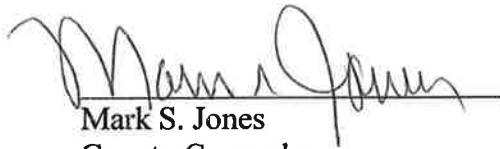
To The Shelter: Patti Glass
Wayside Waifs, Inc.
3901 Martha Truman Rd.
Kansas City, MO 64137

To The County: Ron Hilliard, Administrator
Jackson County Environmental Health Division
Jackson County Courthouse Annex
308 W. Kansas, Box 100-C
Independence, MO 64050

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


APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI



Mark S. Jones
County Counselor

BY 
Michael D. Sanders
County Executive


Jerry Page
Public Works Director

BY 
Patti Glass
Wayside Waifs, Inc.


ATTEST:

By: 
Mary Jo Spino
Clerk of the County Legislature

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 treasure to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$ 25,000.00 which is hereby authorized.

1/14/09
Date


Director of the Department of Finance
Account No. 002-1503-56790
15032009002

Mary Jo Spino

From: Jay D. Haden
Sent: Thursday, January 08, 2009 9:52 AM
To: Mary Jo Spino
Cc: Shelley M. Temple-Kneuvean; Jerry Page; Ronald L. Hilliard; Troy Thomas; Pamela I. Jackson
Subject: R. 16778

This resolution, which authorized a Cooperative Agreement with the City of Kansas City for animal shelter services, was adopted on December 12, 2008. Subsequent conversations among staff and legislators have resulted in a determination that the contract authorized by this resolution will not be executed. Instead, the services will be provided pursuant to the contract with Wayside Waifs authorized by R. 16786 adopted on January 7, 2009. Please annotate the original of R. 16778, or its sleeve, that the contract will not be executed. You may wish to attach a copy of this message to the resolution. Please let me know if you have any questions about this.

Jay D. Haden
Chief Deputy County Counselor
Direct Dial (816) 881-3150
Fax (816) 881-3398

The recipient of this message should be aware: (1) E-mail is not a secure method of communication; (2) Any e-mail that is sent to you or by you may be copied and held by various computers it passes through as it goes from me to you or vice-versa; and (3) Persons not participating in our communication may intercept our communication by improperly accessing your computer or my computer or even some computer unconnected to either of us through which the e-mail passed. I am communicating to you via e-mail because you have consented to receive communications via this medium. If you change your mind and want future communications to be sent in a different fashion, please let me know AT ONCE. The information contained in this e-mail transmission is legally privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this transmission is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this transmission is strictly prohibited. If you have received this transmission in error, please call (816) 881-3150. Thank you.