

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the County Executive to execute a term and supply Agreement with C-R McKellips Ranch of Raymore, MO, to provide ungulate (hoofed) animal control services for use by the Public Works Department.

**RESOLUTION #16813**, February 2, 2009

**INTRODUCED BY** Bob Spence, County Legislator

WHEREAS, C-R McKellips Ranch has proposed to provide ungulate (hoofed) animal control services for the temporary shelter of ungulate (hoofed) 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 Agreement sets forth the rights and obligations of the parties; and,

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

WHEREAS, this Agreement is in the best interest of the health, welfare, and safety of the citizens of the 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 agreement with C-R

McKellips Ranch of Raymore, Missouri, for ungulate (hoofed) animal control services; 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, to the extent that sufficient appropriations are available in the then current Jackson County budget.

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

APPROVED AS TO FORM:

*Jim P. Haller*  
Chief Deputy County Counselor

*Mam Jones*  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #16813 of January 20, 2009, was duly passed on *February 2*, 2009 by the Jackson County Legislature. The votes thereon were as follows:

Yeas *7*

Nays *0*

Abstaining *0*

Absent *2*

*2.3.09*  
Date

*Mary Jo Spino*  
Mary Jo Spino, Clerk of Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.

*1/29/08*  
Date

*D. L. ...*  
Director of Finance and Purchasing

TERM AND SUPPLY AGREEMENT  
Ungulate (Hoofed) Animals

THIS AGREEMENT, made and entered into on this 1st day of January 2009, by and between Jackson County, Missouri hereinafter called "the County" and C-R-McKellips Ranch hereinafter called "Shelter."

WITNESSETH:

WHEREAS, Shelter has agreed to provide certain animal control services for the County in accordance with the terms, conditions and covenants as set forth in this Agreement; and,

WHEREAS, Shelter and the County have agreed to be bound by the provisions hereof,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and Shelter respectively promise, covenant and agree with each other as follows:

1. Shelter shall provide certain animal control services for the County, including pick up of stray animals, and board for animals as more fully set out in Exhibit A, which is attached hereto and incorporated herein by reference. Shelter shall provide same day response to pick up and retaining of animals in the unincorporated areas of Jackson County. Shelter must be able to provide ungulate animal services during regular office business hours (Monday through Friday – 8:00 a.m. to 5:00 p.m.). In addition, Shelter shall provide after hour emergency pick up, board, or delivery to a County approved veterinarian if emergency treatment is necessary, if contacted by the Sheriff's Department or County Official.

FILED  
FEB 17 2009  
MARY JO SPINO  
COUNTY CLERK

2. Shelter shall work as an independent contractor and not as an employee of the County. Shelter shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. Shelter shall report all earnings received thereunder as gross income, and be responsible for his own Federal, State and City withholding taxes and all other taxes, and operate his business independent of the business of the County except as required by this Agreement.
  
3. The County shall pay Shelter \$75.00 per dispatch of a stray animal/s, \$35.00 for a trailer hookup/per trailer, \$35.00 for a simple capture, \$75.00 for a difficult capture, \$25.00 a day for care and board for each animal, \$110.00 per dispatch for emergency animal pick up after hours, \$★\_\_\_\_\_ an hour for small animal disposal, \$★\_\_\_\_\_ an hour for large animal disposal, extra charges could consist of helper when called on large animals or several animals in a pick up for \$75.00 per hour, \$20.00 per panel for penning or captures of animals. A difficult capture is any capture involving more than a simple walk up and catch of animals/livestock. Once Contractor is dispatched and leaves starting location the dispatch and any necessary hookup fees will be invoiced to the dispatching party. Animals are to be kept for ten (10) days before disposal, sale or adoption. Disposition of injured or distressed animals will be determined by an approved veterinarian. Shelter will provide

documentation of such service to the County Environmental Health Division.

4. Shelter shall attempt to sell or adopt all unclaimed animals before humane disposal, charging the County for time and transportation of animal to sale. Sale price will be deducted from total billing for specified animal.
5. This Agreement shall commence on this 1st day of January 2009 and extend for one year with the option to renew for five (5) one-year terms unless terminated by either party with written notice.
6. Shelter shall not assign any portion or the whole of this contract without the prior written consent of the County.
7. The County reserves the right to examine and audit, during reasonable office hours, the books and records of Shelter pertaining to charges submitted to the County for payment.
8. The County further reserves the right to enter the premises of the Shelter during normal working hours to inspect the facilities, animal care, and conditions.
9. Shelter shall have established office hours when animal owners may appear to take custody of their animals. The office hours are 8:00 a.m. to 5:00 p.m. Monday through Friday.

10. Shelter warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments or this contract.
  
11. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced by reasons of any rule or law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.
  
12. This Agreement incorporates the entire understanding and agreement of the parties.

EXHIBIT A

QUOTATION  
UNGULATE (HOOFED) ANIMAL CONTROL

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
1	Pick up of dead animals	per dispatch	\$ 75.00
2	Dispatch pick up of animal/s	per dispatch	\$ 75.00
3	Pick up of animals	per simple capture	\$ 35.00
4	Pick up of animals	per difficult capture	\$75.00
5	After hour pick up	per dispatch	\$ 111.00
6	Man hour per additional man/horse	per hour	\$ 75.00
6	Boarding charge per animal per day	each day	\$ 25.00
7	Hook up of trailer	per trailer	\$ 35.00
8	Panels for penning or capture	per panel	\$ 20.00
9	Euthanasia of animals	each	Per Vet Cost
10	Carcass Disposal/small animals	each	\$ *
11	Carcass Disposal/large animals	each	\$

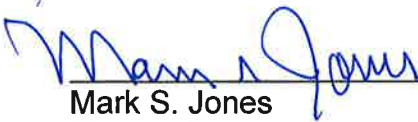
\* per rendering co. charge



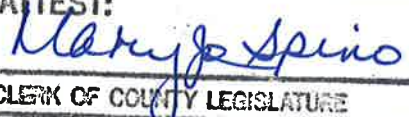
IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement of the date first above written.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI.

  
\_\_\_\_\_  
Mark S. Jones  
County Counselor

BY   
\_\_\_\_\_  
Michael D. Sanders  
County Executive

ATTEST:  
  
\_\_\_\_\_  
CLERK OF COUNTY LEGISLATURE

  
\_\_\_\_\_  
Jerry Page  
Public Works Director

BY   
\_\_\_\_\_  
C-R-McKellips Ranch

REVENUE CERTIFICATE

I hereby certify that agreement is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.

2/11/09  
Date

  
TROY THOMAS  
Director, Department of Finance

Account No. 002-1503-56790