

**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 otherwise amended herein.

A. City shall sell to the County the 6.9 acres, as described in Exhibit B to the Agreement for \$240,000 payable in three (3) annual installments of \$80,000 each due on January 31 of the years 2015, 2016, and 2017. Upon the final

payment, the deed to the land shall be transferred by warranty deed to the County on January 31, 2017.

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
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 and the City shall immediately transfer by warranty deed the underlying property to the County without further payment.

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.

The City acknowledges that the County or the Operator may or may not receive animals from the public at the Regional Animal Shelter depending on available capacity and resources. 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 related to the operation of the Regional Animal Shelter at no cost to the County or the Operator.

G. The County will provide regular information to the City regarding the operation of the Regional Animal Shelter including intake and disposition of animals and will respond in a timely manner to the City on information requests. 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.

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

A. Section 1 is hereby amended to read as follows:

LAND. The City shall sell the land to the County as set forth in the First Amendment Section 1 (A).

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

Whomever 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.

C. 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.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the _____ day of December, 2012.

CITY OF INDEPENDENCE, MISSOURI

JACKSON COUNTY, MISSOURI

Robert Heacock
City Manager

Michael D. Sanders
County Executive

APPROVED AS TO FORM

APPROVED AS TO FORM

Dayla Bishop Schwartz
City Counselor

W. Stephen Nixon
County Counselor

ATTEST:

ATTEST:

Jane Sharon
City Clerk

Mary Jo Spino
Clerk of the County Legislature

