

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

**A RESOLUTION** authorizing the County Executive to execute an Intergovernmental Cooperative Agreement with the City of Kansas City, Missouri, for animal shelter services, at a cost to the County not to exceed \$26,500.00 in 2009.

**RESOLUTION #16778**, December 8, 2008

**INTRODUCED BY** Bob Spence, County Legislator

WHEREAS, the City of Kansas City, Missouri 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 Intergovernmental Cooperative Agreement 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 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 Intergovernmental Cooperative Agreement with the City of Kansas City, Missouri, for animal shelter services, at a cost to the County not to exceed \$26,500.00 in 2009; 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:

  
Chief Deputy County Counselor

  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #16778 of December 8, 2008, was duly passed on December 12, 2008 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 1

12.12.08  
Date

  
Mary Jo Spino, Clerk of Legislature

Funds sufficient for this expenditure were appropriated by Ordinance #4061, 2009 Annual Budget.

ACCOUNT NUMBER: 002 1503 56790

ACCOUNT TITLE: Health Fund  
Environmental Health Department  
Other Contractual Services

NOT TO EXCEED: \$26,500.00

12/13/08  
Date

  
Director of Finance and Purchasing

## Mary Jo Spino

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**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.

## COOPERATIVE AGREEMENT FOR ANIMAL SHELTER SERVICES

This is an Agreement between the City of Kansas City, Missouri, a chartered municipal corporation of the State of Missouri hereinafter referred to as "The City" by and through its Director of Neighborhood and Community Services 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, is executed pursuant to Sections 70.220 and 70.230, Revised Statutes of Missouri:

Whereas, the City 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, pursuant to section 70.230 RSMo., the City Council approved this Agreement in Ordinance NO. 010705, and the County Legislature approved this Agreement in Resolution No. \_\_\_\_\_; 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 Director of the City of Kansas City, Missouri's Neighborhood and Community Services Department, or such officer at the time performing duties equivalent to that of the Director of Neighborhood and Community Services Department, shall be the Administrative Officer for the City respecting this Agreement, and any approvals or other decisions necessary under this Agreement will be made by the Director. 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 Officer shall meet at least 90 days prior to the anniversary date of this agreement to determine the adequacy of cost for services. The Administrative Officer, upon mutual agreement, may increase the costs to assure agreement adequacy, however, no increase shall exceed 5% in any one year without the approval of the Kansas City Council and the Jackson County Legislature.

4. The City's Animal Control Division agrees to provide shelter space for small animals picked up by the animal control agency of the County for a cost of \$14.00 per day, per animal. 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 City shelter shall be retained by the City.
5. Staff of the City Animal Control Division shall provide care to these small animals.
6. The City shelter shall receive live animals from the County during normal business hours.
7. Administrative staff of the City Animal Control Division shall keep records, process redemption's 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 County before an animal is released to its owner by staff of the City shelter. Proper paperwork from the County will be required before such release is granted. If proof is not sufficient, staff of the City Animal Control Division shall refuse such redemption until adequate proof is produced, or until requested by an agent for the County.
9. The City shelter will receive dead animals during business hours from the County at a cost of \$15 per dog or cat, and \$15 per plastic bag of wild animals such as squirrels and opossums.
10. The City will bill the County monthly for live and dead animals delivered to the City shelter. The County will ensure that payment is received by the City 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 City: Lester Washington, Director  
Director, Neighborhood & Community Services  
414 E. 12<sup>th</sup> Street, 4<sup>th</sup> Floor  
Kansas City, Missouri 64106

To The County: Ron Hilliard, Administrator,  
Jackson County Environmental Health Division  
Jackson County Court House Annex  
308 W. Kansas, Box 100C  
Independence, Missouri 64050

15. The County shall give fourteen {14} days written notice of any changes to County ordinance or regulations animal control. The City may terminate this Agreement upon fourteen {14} days written notice if a County ordinance or regulation pertaining to animal control matters is either amended. In the event the Agreement is terminated, 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.
16. The City shall be responsible for filing a copy of this Agreement in the Office of the Secretary of State and shall furnish the County with documentation of such filing. The County shall be responsible for filing a copy of this Agreement in the Office of the Recorder of Deeds for Jackson County, Missouri and shall furnish the City with documentation of such filing. These filings shall be made pursuant to Section 70.300, R.S.Mo.

City of Kansas City, Missouri

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this Agreement 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

\_\_\_\_\_  
Finance Director

Account Code: \_\_\_\_\_



IN WITNESS WHEREOF, the parties hereto have set their hands and seals

ATTEST

KANSAS CITY, MISSOURI

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Les Washington, Director  
Neighborhood and Community Service

APPROVED AS TO FORM

\_\_\_\_\_  
Assistant City Attorney  
Kansas City, Missouri

ASSEST

JACKSON COUNTY, MISSOURI

\_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
Michael D. Sanders  
County Executive

APPROVED AS TO FORM

\_\_\_\_\_  
County Counselor