

COOPERATIVE AGREEMENT

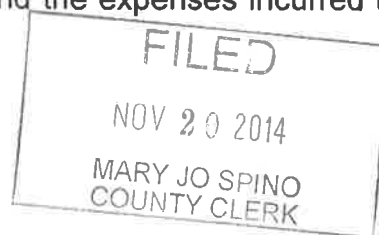
THIS AGREEMENT, made and entered into this 17 day of November 2014, by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as "County", and **GREAT PLAINS SPCA**, 21001 E. Missouri Hwy 78, Independence, MO, a non-profit corporation, hereinafter referred to as "Great Plains".

WITNESSETH

WHEREAS, by Ordinance 4671, the Legislature did authorize the County Executive to execute a Cooperative Agreement for the Great Plains SPCA Spay and Neuter Program to provide spay and neutering services and education to low-income pet owners in Jackson County; and,

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

1. **Services**. Great Plains shall provide low-cost spay and neutering, wellness, and outreach services for the pets belonging to low-income owners in Jackson County and the animals located at the Regional Animal Shelter, as is outlined in the proposal attached hereto as Exhibit A and incorporated herein by reference.
2. **Terms of Payment**. The County agrees to pay to Great Plains the total amount of \$180,000.00, with the first payment in the amount of \$100,000.00 to be made upon execution of this Agreement. The remaining payment of \$80,000.00 shall be made upon the County's receipt of the initial report as set forth in paragraph 3 hereof.
3. **Reports**. By December 31, 2014, Great Plains shall submit a report summarizing the spay and neuter procedures completed and the expenses incurred to



date, pursuant to this Agreement. Great Plains shall submit a final report at the conclusion of the Agreement, summarizing the expenses incurred over the entire engagement. Great Plains' failure to submit these reports shall disqualify Great Plains from future funding by the County.

4. **Equal Opportunity**. Great Plains agrees and assures that no person eligible for services shall on the ground of race, color, religion, national origin, sex, handicap, veteran status, or age be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination for any service funded by this Agreement. Furthermore, Great Plains agrees and assures that it will provide equal employment opportunities to applicants and employees and will not discriminate against them on the basis of race, color, religion, national origin, sex, handicap, veteran status, or age.

5. **Audit**. The County further reserves the right to examine and audit, during reasonable office hours, the books and records of Great Plains pertaining to this contract.

6. **Default**. If Great Plains shall default in the performance or observation of any term or condition of this Agreement, the County shall give Great Plains written notice setting forth the default and the correction required. If said default shall continue, and not be corrected within 10 days of the receipt of the notice by Great Plains, the County may, at its election, terminate the Agreement and withhold any payments not yet made to Great Plains. Said election shall not in any way limit the County's rights to seek legal redress.

7. **Conflict of Interest**. Great Plains 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 of this Agreement.

8. **Severability**. If any covenant or other provision of this Agreement is invalid

or incapable of being enforced by reasons of any rule of 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.

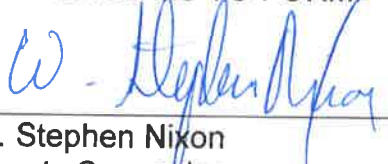
9. **Liability and Indemnification**. No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents and Great Plains shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, costs (including reasonable attorney's fees directly related thereto) including but not limited to violation of civil rights and/or bodily injury to or death of any person and for damage to or destruction of property if and to the extent caused by the negligence, willful misconduct or omissions of Great Plains during the performance of this Agreement.

10. **Term**. This Agreement shall be effective as of the first day of October 1, 2014, and terminate on September 30, 2015. This Agreement may be terminated prior to that date by either party upon written notice delivered thirty days prior to the effective date of termination. If this Agreement is terminated by either party, the County shall pay only for those services actually performed as verified by the County's audit as provided in paragraph 5.

12. **Incorporation**. This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 20th
day of November, 2014.

APPROVED AS TO FORM:


W. Stephen Nixon
County Counselor

JACKSON COUNTY, MISSOURI

By: 
Michael D. Sanders
County Executive

ATTEST:


Mary Jo Spino
Clerk of the Legislature

GREAT PLAINS SPCA

By: 
Courtney Thomas
President/CEO

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 treasury from which payment is to be made, each sufficient to meet the obligation of \$180,000.00 which is hereby authorized.

November 18, 2014
Date


Director of Finance and Purchasing
Account No. 002-5102-56790
51022014004



Ord. 4671

EXHIBIT A

Dennis Waits
Jackson County Legislature
204 W Kansas Avenue
Independence, MO 64050

September 28, 2014

Dear. Mr. Waits,

At Great Plains SPCA we believe that prevention programs are critical to keeping pets out of area shelters and reducing the number of pets being euthanized in our community. Specifically, spay and neuter is the single most effective tool to accomplish the objectives to drive down shelter intakes and unnecessary euthanasia.

For many pet owners, financial limitations prevent them from having their pets spayed/neutered despite their desire to provide this life improving benefit to their pets. By making spay/neuter options more accessible and affordable to pet owners, resulting in fewer unwanted litters and stray animals on the streets, our area animal control agencies would experience a reduction in field calls and shelters would have fewer homeless animals to care for in their facilities – tremendous benefits to the community at large.

Spay/neuter programs are an investment in building a better, safer community for pets and people. Studies prove that pets who are altered are less likely to have aggression issues leading to decreased chances of biting. Great Plains SPCA has performed over 55,000 subsidized spay/neuter surgeries in the Kansas City metro, which has played a significant role in reducing shelter intakes and creating a safer community over the last decade.

Great Plains SPCA is asking for support from Jackson County to maintain its spay/neuter program, a critical community service. Communities in Eastern Jackson County have a significant need for spay/neuter resources, which is evidenced in the greater than 50% increase in shelter intakes from 2012 to 2013. Intakes for 2014 have remained consistent with that increase and we are seeing more pets relinquished than ever was anticipated in our management of the shelter contract.

Through the support of a donor family, Great Plains SPCA launched a spay/neuter clinic for cats at the Great Plains SPCA Independence Campus earlier this year. Performing just nine low-cost clinics on

Sundays, we fixed more than 350 cats, preventing their offspring from entering the shelter. Our goal, with the support of Jackson County, is to continue to grow and make available affordable options for spay/neuter for Jackson County residents.

Below is a chart that represents the spay/neuter surgeries completed at the shelter year to date (through September 28, 2014).

Surgery Type	# Completed YTD 2014	Cost/Surgery	Total Expense
Cat Spay	495	\$ 30	\$ 14,850
Cat Neuter	476	\$ 25	\$ 11,900
Dog Spay under 50#	171	\$ 45	\$ 7,706
Dog Spay over 50#	205	\$ 60	\$ 12,285
Dog Neuter under 50#	208	\$ 35	\$ 7,271
Dog Neuter over 50#	263	\$ 45	\$ 11,846
TOTAL	1818		\$ 65,859

Additional surgeries expected the last quarter of the year have been projected (and added to number of surgeries already complete) to provide the total volume and expense anticipated by year end.

Surgery Type	Projected YE 2014	Cost/Surgery	Total Expense
Cat Spay	660	\$ 30	\$ 19,800
Cat Neuter	635	\$ 25	\$ 15,867
Dog Spay under 50#	228	\$ 45	\$ 10,275
Dog Spay over 50#	273	\$ 60	\$ 16,380
Dog Neuter under 50#	277	\$ 35	\$ 9,695
Dog Neuter over 50#	351	\$ 45	\$ 15,795
TOTAL	2424		\$ 87,812

Our goal, with the support of Jackson County, is to ensure that all pets leaving the shelter are spayed and neutered and that we can continue to grow and make available affordable spay/neuter options for Jackson County residents. To accomplish this initiative, we are asking Jackson County for a grant to support spay/neuter initiatives in the amount of \$180,000.

	Total
Marketing, administration, and related costs to spay/neuter, adoption awareness	\$ 37,448
Shelter and Community Spay/Neuter Funds	\$ 142,552

TOTAL \$ 180,000

Between 2012 and 2013, feline shelter intakes increased by 60%; intakes for 2014 have paralleled that increase. With these funds we will raise awareness in the community that affordable spay/neuter services exist and make such services available to residents in Eastern Jackson County. Through door hangers, discount coupons and commercials to educate citizens on the importance and value of spay/neuter, we are confident that higher rates of spay/neuter completion will result.

We are grateful for the investment and commitment that Jackson County has made to this community through the new Regional Animal Shelter. With continued support around the programs described in this proposal, we will continue to reach the goal we are all after in creating a No Kill community - one in which others will aspire to model.

If there is any additional information I can provide, please let me know. Thank you for your consideration.

Sincerely,

Courtney Thomas

President/CEO
Great Plains SPCA