

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$50,000.00 within the 2008 Health Fund and authorizing the County Executive to execute a Cooperative Agreement with Spay & Neuter Kansas City to provide the partial expenses of its building renovation project, at a cost to the County not to exceed \$50,000.00.

RESOLUTION #16699, August 25, 2008

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, Spay & Neuter Kansas City is non-for profit corporation dedicated to the control of our animal population to prevent the needless euthanasia of healthy domestic animals; and,

WHEREAS, this organization has secured a new rent-free location which must be renovated before the organization is able to occupy the facility; and,

WHEREAS, the new location is estimated to save the organization nearly \$15,000.00 per year in utilities alone, and the ten-year lease will give the organization the security to continue and sustain its valuable work in the community; and,

WHEREAS, it is in the best interest of the health, welfare, and safety of the citizens of Jackson County that the County enter into a Cooperative Agreement with Spay & Neuter & Neuter Kansas City for the furnishing of partial expenses of its building renovation project; and,

WHEREAS, a transfer is necessary in order to place the required funds in the proper spending account; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri that the following transfer be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Health Fund Non-Departmental 002-5102	58020 - Buildings & Improvements	\$50,000	
Health Fund Spay & Neuter KC 002-7761	56789 - Outside Agency		\$50,000

and,


BE IT FURTHER RESOLVED that the County Executive and hereby is an authorized to execute a Cooperative Agreement with Spay & Neuter Kansas City of Kansas City, MO, in the amount of \$50,000.00, in a form to be approved by the County Counselor; and,

BE IT FURTHER ORDAINED 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

I hereby certify that the attached resolution, Resolution #16699 of August 25, 2008, was duly passed on August 25 2008 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 7

Nays 0

Abstaining 0

Absent 1

Excused 1

8.26.08
Date


Mary Jo Spino, Clerk of Legislature

Funds sufficient for this transfer are awarded from the source indicated below.

ACCOUNT NUMBER: 002 5102 58020
ACCOUNT TITLE: Health Fund
Non Departmental - Health Fund
Buildings & Improvements
NOT TO EXCEED: \$50,000.00

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 7761 56789
ACCOUNT TITLE: Outside Agencies - Health Fund
Spay & Neuter KC
NOT TO EXCEED: \$50,000.00

August 25, 2008
Date


Director of Finance & Purchasing

COOPERATIVE AGREEMENT

THIS AGREEMENT is made by and between Jackson County, Missouri, a Constitutional Home Rule County, hereinafter called "County" and Spay and Neuter Kansas City, P.O. Box 410303, Kansas City, MO 64141, hereinafter called "Organization."

WITNESSETH:

WHEREAS, by Resolution 16699, dated August 25, 2008, the Legislature did authorize the County Executive to execute a Cooperative Agreement for the building renovation project for Spay and Neuter Kansas City; and,

WHEREAS, the County deems it to be in the best interest of its citizenry to support this association in this manner;

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

1. **Services To Be Provided.** Organization shall use said funding towards partial funding of its building renovation project, as is more fully set out in the proposal attached hereto as Exhibit A.

2. **Terms of Payment.** The County agrees to pay Organization a total amount not to exceed \$50,000.00. The County agrees to pay Organization in quarterly installments of \$12,500.00 each, with the initial installment due upon the execution of this Agreement and receipt of Organization's invoice. Subsequent installments shall be due upon receipt of Organization's invoice and documentation satisfactorily evidencing Organization's expenditure of these funds in accordance with the budget contained in Exhibit A, except

that the final installment shall be due upon receipt of Organization's final report as described in paragraph 3 below. All invoices shall be submitted to County's legislative auditor.

3. **Final Report.** Organization shall submit a final report, including cancelled checks and invoices, and other documentation as requested by the County's Director of Finance and Purchasing to show that the funds paid to Organization by the County were used for the purpose set forth in this Agreement. Said final report shall be submitted no later than July 31, 2009. Failure to submit the final report shall disqualify Organization from future funding by the County.

4. **Audit.** The County further reserves the right to examine and audit, during reasonable office hours, the books and records of Organization pertaining to this Agreement.

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

6. **Conflict of Interest.** Organization 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 contract.

7. **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.

8. **Term.** This Agreement shall be effective as of August 1, 2008, and shall terminate on July 31, 2009, unless sooner terminated pursuant to paragraph 9.

9. **Termination.** This Agreement may be terminated by one (1) of the parties by mailing a notice of termination to the other party at least thirty (30) days before the termination becomes effective.

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

IN WITNESS WHEREOF, the County and Organization have executed this Agreement this 10 day of September, 2008.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

Mark S. Jones
Mark S. Jones
County Counselor

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

ATTEST:

SPAY AND NEUTER KANSAS CITY

By: Mary Jo Spino
Mary Jo Spino
Clerk of the Legislature

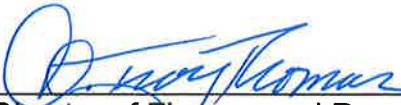
By: Mark By
Title: President

Federal I.D. # 82-0563117

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 \$50,000.00 which is hereby authorized.

September 3, 2008
Date


Director of Finance and Purchasing
Account No. 002-7761-56789
7761 2008 002

Spay & Neuter Kansas City
P.O. Box 410303
Kansas City, MO 64141

Phone: (816)353-0940
Contact: Michelle Dormady,
President

PROPOSAL

Spay & Neuter Kansas City Building Renovation

August 15, 2008

Funding Request from Jackson County: \$50,000

PROPOSAL

Spay & Neuter Kansas City Building Renovation

Spay & Neuter Kansas City has occupied a 10,000 square foot building located at 37th and Main in Kansas City, Missouri since 2004. A generous business owner has provided this space to us rent free however; he would like to now redevelop his property. We have secured a new rent free location; but that facility must be renovated before we can occupy it.

The original date to vacate our current location was January of 2009, which gave us plenty of time to finish our Capital Campaign as well as construction and to move to this new facility. However, in mid July, 2008 the owner changed his request and would like us out by the end of October 31st, 2008. This has put us in a critical situation and forced us to seek a temporary location to continue our services until construction can be completed in our new facility.

Our new location will be rent free and it is estimated utilities alone will save us nearly \$15,000 a year. It is a 10 year lease and will give our organization the security to continue and sustain our work in the community.

Our total Capital Campaign goal is \$463,000 which includes necessary equipment, labor and construction costs. We have raised all but \$75,500 of our campaign. We are confident if Jackson County contributed \$50,000, we can obtain the remaining \$25,500 from other individual supporters as well as the general public. The following chart reflects what has been pledged or donated.

SNKC Capital Campaign		
Total Construction Costs	\$ 400,000.00	
<i>Equipment</i>	\$ 63,000.00	
	\$ 463,000.00	
Total Raised for Capital Campaign		
Raised or Pledged	\$ (281,500.00)	Public, City of KCMO & Ind. Donors
DJ & T Foundation	\$ (63,000.00)	Equipment
In Kind Construction Donation	\$ (23,000.00)	Floor Donated
University of Missouri Columbia	\$ (10,000.00)	Pledged
Kemper Foundation	\$ (10,000.00)	Received
	\$ (387,500.00)	
Remainder to raise	\$ 75,500.00	For Total Capital Campaign

The \$50,000 being requested from Jackson County will cover labor for the renovation of our new facility and the breakdown is as follows.

Labor Drywall - \$15,000.00
Labor Painting - \$15,000.00
Labor HVAC - \$13,600.00
Labor Electrical - \$6,400.00
Total \$50,000*

*Labor bids are from
 WC Construction
 1761 Burlington
 North, Kansas City MO 64116
 816-741-4810
 Project Manager: Keith Belt