

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an agreement with the City of Kansas City, Missouri for animal control services at a cost to the County not to exceed \$103,205.04 in 2009.

RESOLUTION #16779, December 8, 2008

INTRODUCED BY Bob Spence, County Legislator

WHEREAS, the City of Kansas City desires to provide through its Animal Control Division certain animal control services to the County; and,

WHEREAS, the City of Kansas City has been providing animal control services for unincorporated Jackson County under a cooperative agreement with the County since July 2003; and,

WHEREAS, the attached Cooperative Agreement provides a satisfactory mechanism by which to accomplish this purpose; 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 Jackson 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 the City of Kansas City for animal control services, at a cost to the County not to exceed \$103,205.04 in 2009; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing 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:

Andy Hadden
Chief Deputy County Counselor

Mary Jo Spino
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #16779 of December 8, 2008, was duly passed on *January 7*, 2009 by the Jackson County Legislature. The votes thereon were as follows:

Yeas *8*

Nays *0*

Abstaining *0*

Absent *1*

1-7-09
Date

Mary Jo Spino
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: \$103,205.04

12/13/08
Date

D. Tracy Thomas
Director of Finance and Purchasing

COOPERATIVE AGREEMENT FOR ANIMAL CONTROL 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.

Whereas, the City desires to provide through its Animal Control Division certain animal control services to the County; 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,

THE PARTIES AGREE 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 additional years after and not to exceed a 5% increase for each term.
2. The City is hereby designated as appointed agent of the County to enforce all ordinances of the County relating to animal control. Such service shall be primarily performed by The City of Kansas City, Missouri Animal Control Division. The City shall follow the provisions of the applicable codes, as they may be amended, and all applicable state and federal laws and regulations in the provision of such animal control services and in provision of all other services set forth herein.
3. SERVICES – GENERAL:

As part of its duties as the designated Animal Control Agent for the County, the City shall provide the following general administrative and support services:

- a. Administration: The City shall employ, train and supervise all necessary personnel to perform the services required by this contract.
- b. Availability: The City shall provide the designated field services to Jackson County as follows: Routine services 8:00 a.m. to 5:00 p. m. Monday through Friday: emergency on-call service from 5:00 p.m. to 8:00 p.m. Monday through Friday and Saturday and Sunday from 8:00 a.m. through 8:00 p.m.
- c. Emergencies: Emergencies will be dispatched to the City by the Jackson County Sheriff's Department. Emergency calls include animal bites {where the skin is broken}, extremely aggressive animal, extreme animal abuse and injured animals.
- d. Interagency Cooperation: The City shall cooperate with other agencies in delivering animal services to the County. It is recognized that other agencies,

such as the Missouri Department of Conservation, Missouri State Department of Agriculture and local law enforcement agencies also have animal control and welfare responsibilities and interests. The Animal Control Division shall be cognizant of such overlapping jurisdiction, shall avoid duplication of services and when appropriate, shall provide for the coordination, referral and assistance to and among such agencies.

- e. Employee Training and Polices and Procedures: The City shall train its employee in all pertinent areas including all applicable ordinance and regulations concerning animal control, rules of evidence, rules concerning search and seizure and in techniques for dealing competently, courteously and firmly with the general public and with the animals in the City's control. The City shall also keep current written policy, procedures and training information to demonstrate the procedures for training those employees.
- f. Uniforms: The City shall outfit its field personnel in standardized uniforms that clearly identifies such personnel and the Animal Control Division.
- g. Facilities/Equipment/Inventory: The City will be responsible for fuel, maintenance and liability insurance for vehicles used for County service. The City will also be responsible for maintaining all field equipment necessary for its animal control functions including replacement and additions when appropriate.
- h. Weapons: The City employee who perform animal control field services are commissioned through the Kansas City, Missouri Police Department to issue citations, however, they are not commissioned to carry firearms. Tranquilizing equipment or other equipment which render animals temporarily incapacitated my carried if required for specific cases and must be used by City personnel who are properly certified and/or trained.

4. SERVICES – ENFORCEMENT PUBLIC SERVICE:

The City shall provide animal control ordinance enforcement. Such services shall include:

- a) Patrol and Enforcement Services: The City shall provide patrol and enforcement service in the County equivalent to one full time Animal Control Officers during on-duty hours. The geographical distribution and animal control service coverage shall be flexible to meet the peak daily and seasonable demands. The County Executive {to designee} may, after consultation the City's Animal Control division manager, require the City to modify its hours and geographical location to meet the demands for services within the County.

- b) Requests for Services: All County animal control inquiries and requests for animal control services will be handled by City personnel. City staff will receive calls from unincorporated county citizens and County contract cities authorized personnel. Emergency call outs calls would continue to be handled by the sheriff's department. After hours request for information concerning animal control and animal welfare will be provided by the city when feasible. The City shall make its staff available for public speaking events at community meetings, organizations, and public hearings and to the media. The County and City would work together to determine appropriate materials, if any, prior to distribution.
- c) Litigation: City staff shall appear in Court in connection with any enforcement action and for all other hearings on animal control matters when notified and / or appropriate.
- d) Field Services: The field services provided by the City under this contract shall include but are not limited to the following:
 - 1) Handling of confined, at large, nuisance, sick, injured or vicious animals;
 - 2) Investigation and enforcement of any cruelty or abandonment cases in the County.

As part of these responsibilities, Animal Control Officers will be properly certified and/or trained to perform euthanasia {when deemed appropriate} on sick or injured animals that are picked up in the field. The City will utilize its trained staff to make such determinations and to manage that drugs utilized in carrying out these functions.

- e) Rabies Control: The City shall act as the agent of the County in relation to animal bites and rabies testing within the designated area of the County. Such activities shall include but are not limited to investigation of all reported bites and quarantine of biting animal pursuant to Public Works, Environment Health Section guidelines.
- f) Sub-Agreements: The City will provide these animal control services to the cities that currently have agreements with Jackson County. Jackson County will continue to handle the administrative duties associated with these agreements.

5. CONSIDERATION:

In consideration for the City's performance of the duties listed herein, the County will pay the City the total sum of \$103,205.04. {See Exhibit A for breakdown of costs.} Payments for fixed costs will be made in equal monthly installments. Variable costs, emergency call out, will be billed separated as the service is provided. Service cost has been calculated using cost recovery methodology based on 2002 service information.

6. ADMINISTRATIVE OFFICES:

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 for 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. The Administrative Officers shall meet 90 days prior to the Anniversary date of this agreement to determine the adequacy of cost for services.

7. ACCOUNTABILITY:

The City shall provide the County with monthly reports concerning the City's performance under this contract; such reports to reflect the following information and will split out the unincorporated areas and the cities that have sub-agreements:

- a. The number of animals sheltered at the designated animal shelter;
- b. The number and type of service requests handled;
- c. The number of individuals receiving citations and / or notices

8. CODE:

The County agrees to annually provide the City with the most recent copy of the code which the City is required to enforce. If the code is amended during the year, the County will supply a copy of the amendments prior to the time the amendment is to be enforced.

9. SUBCONTRACTING:

The City shall not assign or subcontract this agreement as any part of the subject matter to any person, firm or corporation without obtaining prior consent from the County Executive or designee.

10. HOLD HARMLESS:

No party to this Agreement shall assume any liability for the acts of any other party to this contract, its officer or employees.

11. TERMINATION:

This Agreement may be terminated by any of the parties upon their {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. DISPOSITION OF ASSETS/EQUIPMENT UPON TERMINATION OR EXPIRATION OF AGREEMENT:

Upon expiration of termination of this agreement, the City shall retain all supplies and equipment purchased by the City to provide the services set out herein.

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

ATTEST

KANSAS CITY, MISSOURI

Vickie Thompson
City Clerk

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

APPROVED AS TO FORM

[Signature]
Assistant City Attorney
Kansas City, Missouri
Animal Control Services

ASSEST

JACKSON COUNTY, MISSOURI

Mary Jo Spino
MARY JO SPINO
CLERK OF COUNTY LEGISLATURE

By: [Signature]
Michael D. Sanders
County Executive

APPROVED AS TO FORM

[Signature]
Mark S. Jones
JACKSON COUNTY COUNSELOR

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 treasure to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$ 103,205.04 which is hereby authorized.

1/14/09
Date

[Signature]
Director of the Department of Finance
Account No. 002-1503-56790
1503 2009 001

EXHIBIT A

JACKSON COUNTY COOPERATIVE AGREEMENT-Costs for Animal Control Services

FIXED COSTS

	MONTHLY
STAFF	\$3,144
VEHICLES	\$1,000
TRAINING	\$1,000
EQUIPMENT/SUPPLIES/MISC	\$500
	\$550

VARIABLE COSTS

STAFF	Overtime for emergency on-call (\$200.00 per call out). Estimate 1 per week	\$800.00
	Second Officer required \$200.00 per call. Estimate one per month.	\$200.00

One Animal Control vehicle purchased to City specifications	\$50,000.00
One Pneu Dart Model 389	\$ 775.00

FIXED AND VARIABLE

TOTAL ALL COSTS	\$8600.42
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TOTAL TWELVE-MONTH AGREEMENT: \$103,205.04

The Administrative Officer, pursuant to Section 6, Paragraph 1 of the agreement shall meet at least 90 days prior to the anniversary date of this agreement to determine the adequacy of cost for services. The Administrative Officers, 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.

APR 09 2010

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FILED
 APR 21 2010
 MARY JO SPINO
 COUNTY CLERK

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


KANSAS CITY, MISSOURI

By: 
David Parks, Director
Neighborhood and Community Service

ATTEST

JACKSON COUNTY, MISSOURI


MARY JO SPINO
CLERK OF THE COUNTY LEGISLATURE


Michael D. Sanders
County Executive

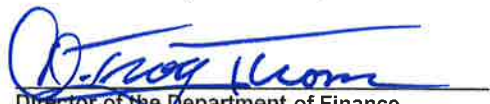
APPROVED AS TO FORM


William Snyder
ACTING COUNTY COUNSELOR

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 treasure to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$ 103,205.04 which is hereby authorized.

Date April 16, 2010


Director of the Department of Finance
Account No. 002-1503-56790

15032010002