

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 \$2,800.00 in 2009.

RESOLUTION #16788, January 7, 2009

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 which have been involved in biting another animal or human, 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 bite shelter services, at a cost to the County not to exceed \$2,800.00 in 2009; and,

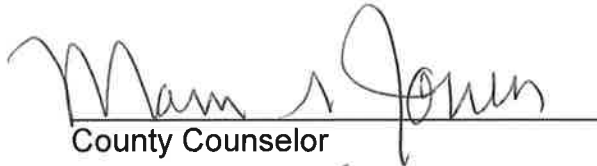
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the Agreement.

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 #16788 of January 7, 2009, was duly passed on January 7, 2009 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

1-7-09

Date



Mary Jo Spino, Clerk of Legislature


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 1503 56790
ACCOUNT TITLE: Health Fund
Environmental Health Department
Other Contractual Services

NOT TO EXCEED: \$2,800.00

1/2/09

Date



Director of Finance and Purchasing

COOPERATIVE AGREEMENT FOR ANIMAL BITE 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.

Whereas, the City desires both to provide animal bite 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, 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 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 Officers 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.
4. The City's Animal Control Division agrees to provide shelter space for bite animals picked up by the animal control agency of the County for a cost of \$14.00 per day, per animal (\$140) for the 10 day holding period required by the state of Missouri. These animals will be disposed of pursuant to the

FILED

JAN 16 2009

MARY JO SPINO
COUNTY CLERK

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. Administrative staff of the City Animal Control Division shall keep records, process redemptions and adoptions, and handle all paperwork for each small animal.
7. 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 City before an animal is released to its owner by staff of the City shelter. Proper paperwork from the City 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.
8. 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.
9. 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.
10. No party to this Agreement shall assume any liability for the acts of any other party to this contract, its officers or employees.
11. 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 Shelter: Lester Washington, Director
Neighborhood & Community Services
414 E. 12th Street, 4th Floor
Kansas City, MO 64106

To The County: Ron Hilliard, Administrator
Jackson County Environmental Health Division
Jackson County Courthouse Annex
308 W. Kansas, Box 100-C
Independence, MO 64050

12. 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.

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 Shelter 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 \$ 2800.00 which is hereby authorized.

1/14/09
Date

[Signature]
Director of the Department of Finance
Account No. 002-1503-56790
15032009003