

**Corrected**  
**March 26, 2013**  
**Ord. 4514**

**ADDENDUM TO AGREEMENT**

THIS ADDENDUM TO AGREEMENT, by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County of the State of Missouri, hereinafter referred to as "the County" and **GREAT PLAINS SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS d/b/a GREAT PLAINS SPCA**, a Missouri Nonprofit Corporation, hereinafter referred to as "Great Plains," is made and entered into this 22<sup>nd</sup> day of April, 2013.

**WITNESSETH:**

WHEREAS, by Resolution 18044, dated December 3, 2012, the County awarded a contract to Great Plains for the operation of the County's animal shelter facility; and,

WHEREAS, the parties entered into a Cooperative Agreement dated January 7, 2013 (the Prior Agreement), to implement the Resolution; and,

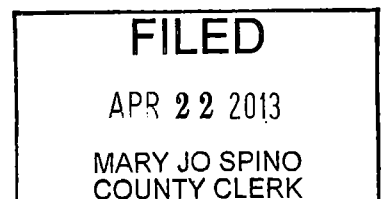
WHEREAS, it is now necessary to amend the Prior Agreement; and,

WHEREAS, by Ordinance 4514, dated March 25, 2013, the County Legislature has authorized the County Executive to enter into this Addendum to Agreement;

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, County and Great Plains do hereby additionally agree as follows:

1. Except as hereinafter specifically modified, all of the terms of the Prior Agreement shall remain in full force and effect and the terms and conditions thereof are incorporated herein by reference.

2. Paragraph 6 of the Prior Agreement is replaced by the following:



For the duration of this Agreement, the County shall be responsible for utilities charges at the Facility and shall make payment for these charges directly to the utility providers. For purposes of this paragraph, "utilities" shall include electricity, natural gas, water, sewer, storm water runoff, and local telephone service. "Utilities" shall not include long distance telephone, cable television, internet, or any other service, which shall all be the responsibility of Great Plains. The County shall pay utility invoice(s) monthly upon receipt. The County's payment obligation under this paragraph shall not exceed \$130,000.00 in any year. If the utilities charges exceed this amount in any year, the difference will be deducted from the quarterly payments outlined in Paragraph 4 of the Prior Agreement.

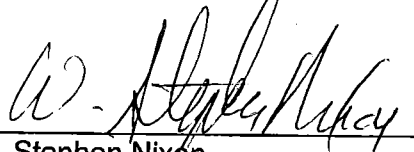
3. The County has budgeted in 2013 a one-time amount of \$50,000 for the purchase of supplies and expendable materials for the start-up of the shelter. In 2013, the County will directly advance the sum of \$50,000.00 to Great Plains for eligible expenses. Great Plains will then provide documentation to the County to show the proper expenditure of the funds for eligible expenses.

4. This Addendum shall be effective upon its execution and shall extend for the duration of the Prior Agreement.


5. This Addendum together with the Prior Agreement constitutes the full agreement and understanding of the parties.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

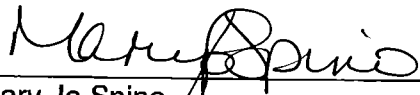
APPROVED AS TO FORM:

By   
W. Stephen Nixon  
County Counselor

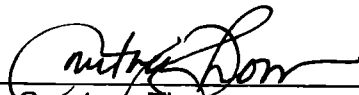
JACKSON COUNTY, MISSOURI

By   
Michael D. Sanders  
County Executive

ATTEST:

  
Mary Jo Spino  
Clerk of the County Legislature

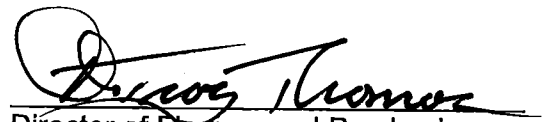
GREAT PLAINS SPCA

By   
Courtney Thomas  
President  
Federal ID No. 05-0552529

**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 \$50,000.00 which is hereby authorized.

April 15, 2013  
Date

  
Director of Finance and Purchasing  
Account No. 002-5102-6790  
51022013001