

11/29/2017

Intergovernmental Agreement between the City of Independence and Jackson County
For
Operation of the Jackson County Regional Animal Shelter Facility

WHEREAS, the City and County have previously entered into a cooperative Agreement for an Animal Shelter Facility located at 21001 E. M-78 Hwy. to serve the City of Independence, Missouri, the unincorporated area of Jackson County and Jackson County parks as well as specific communities located in the County; and,

WHEREAS, the First Amendment to Intergovernmental Agreement between the City of Independence and Jackson County for Construction and Operation of an Animal Shelter Facility dated January 22, 2013, provided that, among other things, the County would operate an animal shelter within a building constructed by the County on property owned by the City (the "Regional Animal Shelter");

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the City and County agree as follows:

1. OPERATION

The County shall select an organization ("Operator") to operate the Regional Animal Shelter for a five-year period, January 1, 2018, through December 31, 2022 (the "Term"). During the Term, the County, through the Operator, will provide sheltering services to the City's Animal Services Unit. During the Term, the County shall be responsible for all operational duties and responsibilities including but not limited to the following:

- a. Securing service and payment for all utilities;
- b. Facility and grounds maintenance;
- c. Requiring Operator to carry comprehensive general liability insurance for the facility and employees;
- d. Requiring Operator to indemnify and hold the City of Independence harmless as outlined in Section 2; and,
- e. Assuring the Operator has secured all required licenses and permits, including all appropriate licenses from the State of Missouri as defined by State statutes.

In the performance of the work, County shall abide all applicable laws, regulations and ordinance of all federal, state and local governments including, but not limited to provision of a payment and performance bond, payment of prevailing wage, compliance with immigration law, and excess unemployment if applicable and shall require the same of all contractors and subcontractors, provided that the applicability of local government laws and regulations shall be limited to those related to buildings.

- A. As a part of this assumption of duties and responsibilities, the perform proper maintenance and repair of all county-owned

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 MARY JO SPINO
 COUNTY CLERK

equipment within or at the shelter to avoid the voiding of manufacturers' and suppliers' warranties, and shall provide a report to the City at the end of each calendar year indicating the age and condition of all such fixtures and equipment. City shall be provided the opportunity to physically inspect the premises upon reasonable notice. County shall furnish to the City a copy of any inspections performed by any licensing jurisdiction within ten (10) business days.

- B. The City agrees, upon annual appropriation, to pay the County according to the following schedule for the sheltering services that will be provided by the Operator at the Regional Animal Shelter pursuant to the Agreement ("Fees").

January 1, 2018 – December 31, 2018:	\$546,522 Annually
January 1, 2019 – December 31, 2019:	\$557,452 Annually
January 1, 2020 – December 31, 2020:	\$568,601 Annually
January 1, 2021 – December 31, 2021:	\$579,973 Annually
January 1, 2022 – December 31, 2022:	\$591,572 Annually

In year 2018, the City may pay \$128,750 in the first and second quarters and \$144,511 in the third and fourth quarters. For years 2019 through 2022, the annual fee will be divided equally between the annual quarters.

If the City's legislative body does not appropriate all of the funds necessary for the Fees as outlined herein as part of its annual budget adoption, the Agreement shall terminate at the end of the City's current appropriation period with no further services being provided to the City, and the City shall be released of its obligation to make all Fee payments coming due thereafter.

City and County, to assure an orderly process of planning and budgeting to avoid disruption of services to the public, shall begin negotiation for the extension or modification of this agreement, as applicable, in January 2022.

- C. Upon receipt of quarterly invoices and reports from the County and the Operator, as outlined in Section 1(G), the City will pay the fees set forth in Section 1(B) to the County in quarterly payments in advance of the services provided according to the following schedule:

January 1 for services provided January – March;
 April 1 for services provided April – June;
 July 1 for services provided July – September; and,
 October 1 for services provided October – December.

- D. In exchange for the payment of the fees set forth in Section 1(B), the County will work with Operator to ensure that animals delivered to the Regional Animal Shelter by the City's staff or officials will be accepted into the Regional Animal Shelter 24 hours per day, 365 days per year. If the shelter occupancy exceeds 140 dogs and 150 cats at one time, the Operator may institute wait lists or other

temporary restrictions on owner and stray surrenders until capacity is available. Authorized City staff shall be provided unaccompanied access to the facility during normal operating hours for the purpose of checking on animals impounded by the city and access to unlock the designated garage area of the facility after normal business hours for the purposes of dropping off animals impounded by the City. The County will work with the Operator to ensure that adequate cage space will be available after normal business hours for use by the City's staff to drop off animals. During the term of this amendment, the "return to owner" fee for animals delivered by the City shall be determined by the Operator which will include all boarding fees for the first day, and the "daily boarding" fee, excluding the first day. The City and County shall be notified of any changes to the fees determined by the Operator at least ten (10) days prior to implementation. These fees will cover any age-appropriate vaccinations, microchipping, heartworm tests, flea preventatives, and deworming that the Regional Animal Shelter administers.

The County will work with Operator to ensure that animals delivered to the Regional Animal Shelter by the residents of Independence will be accepted into the Regional Animal Shelter, until the shelter reaches capacity. If the shelter is at or over capacity of dogs and cats, the Operator will be permitted under the contract to turn away or wait list owner surrenders or strays of the particular type of animal received from the general public until space is available. Residents of Independence dropping off animals that are confirmed as stray animals, shall not be required to make an appointment, charged an intake fee by the Regional Animal Shelter, or be required to make a donation. However, the City agrees that a "suggested donation" amount is permissible and the "suggested donation" will be displayed on city website and communicated effectively to citizens to create a unified message of support. The Operator may charge a surrender fee for owner-surrenders. The City further agrees, at no added cost to itself, to promote the Regional Animal Shelter to encourage pet adoptions and spay and neutering of pets.

- E. The City agrees it will not perform public intake operations or receive animals dropped off by members of the public as long as animals are accepted into the Regional Animal Shelter as outlined in Section 1(D). The City will direct people bringing animals to the City's Animal Services Unit to the Regional Animal Shelter. The City reserves the right to deliver animals obtained by City staff to the Regional Animal Shelter or to hold animals that may present a public health issue at facilities designated by the Health Director. The City agrees it will not conduct adoptions out of City-owned facilities as long as animals are accepted into the Regional Animal Shelter as outlined in Section 1(D).
- F. The City agrees to provide incinerator services for animals that originate from Independence or unincorporated areas of Jackson County at no cost to the County or the Operator. Information satisfactory to the City regarding the origin of any such animals shall be furnished to the City. The City shall be under no obligation to provide pick up of animals at the facility.

- G. The County will provide reports on a quarterly basis to the City regarding the operation of the Regional Animal Shelter. The reports will include intake and disposition of animals and all revenues and expenditures paid by the County and the County's Operator, said reports to be received by the City within 30 days following quarter end, and will respond within 10 days to the City on information requests. For purposes of this agreement, a quarter will end on March 31, June 30, September 30, and December 31. The City and the County agree that they shall together, on an annual basis on or before March 31 of each year of the Term, review the Regional Animal Shelter intake numbers in order to determine whether any major shifts are detectable in the animal population being served by the Regional Animal Shelter. In the event of a significant shift in numbers, both parties agree that they shall meet and confer regarding management of the animal population. The County and City mutually agree to work to ensure that the electronic record system(s) related to the intake and processing of animals are compatible and allow efficient transfer of information.
- H. City and County agree that the County or the County's Operator will provide onsite veterinary services to animals housed at the Regional Animal Shelter until such animals are adopted or released from the facility; as well as partnering with rescue groups in providing veterinary services. Before animals are released, all dogs and cats shall be micro chipped, and when appropriate dogs, cats, and ferrets over four (4) months of age shall be provided with a rabies vaccination. On Return To Owner (RTO), if owner has current proof of rabies vaccination, no shots will be given. If a Veterinarian is not on premises, Operator will adhere to the guidelines of five days and owner will need to show proof to the City. For any cases involving animals that have been impounded for dangerous dog charges and/or rabies exposure quarantines, the owner must show proof of rabies vaccination or the vaccination must be administered prior to animal's release. Additionally, it is understood should veterinary services be offered to the public at some point in the future it will be for the purpose of providing affordable veterinary care for those who are receiving federal or state income assistance.
- I. The County shall keep the Regional Animal Shelter open to the public six (6) days per week, Tuesday through Sunday, not including County holidays provided sufficient activity occurs to justify the associated expense. At no time will the shelter be open to the public less than 35 hours per week including Saturday operating hours. The County shall have the right to reduce shelter services due to budget issues provided the County shall notify the City and demonstrate that the reduction is proportional to other County obligations and due to a lack of funds.
- J. The County shall agree to provide shelter space for domesticated animals being provided to the County for a minimum of six (6) business days, which shall be the required holding period. The staff of the Regional Animal Shelter shall provide care to these animals including but not limited to food, shelter, necessary veterinary care, etc.

Domesticated animals will be disposed of pursuant to the County's ordinances and at County costs. All adoption fees, boarding fees, and other applicable fees collected at the Regional Animal Shelter shall be retained by the County or the County's Operator. The County or the County's Operator will work to identify animals suitable for adoption and agrees to work towards the goal of maintaining a "no kill" shelter and to work to encourage adoption of these animals.

As a condition of adoption, all dogs and cats over four (4) months of age shall be spayed or neutered. Additionally, any other animals shall be spayed or neutered as required by any City, County, or State laws. The County agrees to provide said services through the Shelter.

- K. The County through its Operator will contract with boarding facilities for ungulate (hoofed) animals but the total expense, including transportation, will be that of the City. If necessary, the County will make provisions to veterinarian services if emergency treatment is needed. The County may attempt to sell or adopt all unclaimed animals before humane disposal.
- L. The City and the County shall participate in a Jackson County Animal Welfare Committee. The Committee shall be comprised of five members who shall serve for two-year terms. The County Executive shall appoint three members, and the Independence Mayor shall appoint two members. The Committee shall select its own chair from among its members.

The Committee shall be charged with the responsibility to, among other things: promote spay and neuter programs for household pets; support educational programs that promote the welfare and safety of animals; hear complaints regarding abuse or cruelty to animals when, in the committee's opinion, such complaints have not been satisfactorily addressed by any applicable enforcement or animal welfare agency; investigate charges of unethical treatment of animals.

The Committee shall meet as often as the Committee determines to be necessary, but no less often than twice per year. The Committee shall submit a written report of its activities to the Jackson County Executive and the Mayor of the City of Independence no later than January 31 of each year.

- M. City and County agree the facility shall remain named the Jackson County Regional Animal Shelter and that neither the City nor the County may unilaterally change the name or designation of the facility during the five (5) year term of the Agreement.
- N. In the event one party claims a breach of the Agreement, the parties may choose to present their case to the Animal Welfare Committee for arbitration and agree to accept its findings.

- O. The Operator may not intake and board animals in the Regional Animal Shelter from outside Independence or the unincorporated areas of Jackson County without prior consent from the City and County.

2. INSURANCE.

- A. The County shall provide comprehensive property insurance for the Regional Animal Shelter facility. The County may list the facility as an insured premise on County's umbrella property insurance policy for all County facilities or may provide property insurance for the facility via a stand-alone policy at any time during the term of this Agreement. The City shall be named as an additional insured.
- B. After occupancy, in the event of a casualty loss to the facility, County shall be responsible for any insurance deductible or self-insured retention that must be paid in connection with the loss.
- C. Additionally, the County shall provide comprehensive general liability insurance for the facility and employees providing services at the Shelter outlined herein, naming City as an additional insured or provide evidence of self-insurance on the facility satisfactory to the City. If the County chooses to self-insure the facility against liability claims, the County will defend and hold the City harmless from any claims regarding the operation of the facility.

3. HOLD HARMLESS.

- A. To the fullest extent permitted by laws and regulations, the County shall indemnify and hold harmless the City, and the board members, officers, directors, partners, employees, agents, consultants and sub-contractors of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals in all courts or arbitration or other dispute resolution costs) arising out of or relating to the performance of the work, provided that any such claim, cost, loss or damages attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom but only to the extent caused by any act or omission of the County, any sub-contractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work or anyone for whose acts any of them may be liable.
- B. To the fullest extent permitted by laws and regulations, the City shall indemnify and hold harmless the County, and the board members, officers, directors, partners, employees, agents, consultants and sub-contractors of each and any of them from and against all claims, costs, losses and damages arising out of or relating to City's performance of the Agreement, provided that any such claim, cost, loss or damages attributable to bodily injury, sickness, disease or death, or to

injury to or destruction of tangible property, including the loss of use resulting therefrom but only to the extent caused by any act or omission of City or any individual or entity directly or indirectly employed by any of them to perform any of the work or anyone for whose acts any of them may be liable.

4. NOTICES. Notices to either party in connection with this Agreement shall be made in writing, electronically and certified mail – signed return receipt to the following addresses, or such other address as the signatory shall designate:

County:	<u>By Mail</u> County Executive Jackson County, Missouri 415 E. 12 th Street Kansas City, Missouri 64106	<u>By Email</u> mhennoy@jacksongov.org dsees@jacksongov.org mtrosen@jacksongov.org
City:	<u>By Mail</u> City Manager City of Independence 111 E. Maple Independence, Missouri 64050	<u>By Email</u> zwalker@indepmo.org lpalmer@indepmo.org awarlen@indepmo.org dschwartz@indepmo.org mheide@indepmo.org cheinen@indepmo.org

5. CUMULATIVE REMEDIES: The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.
6. SURVIVAL OF OBLIGATIONS. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of City.
7. CONTROLLING LAW. This Contract is to be governed by the law of the State of Missouri.
8. VENUE. Venue of any lawsuit filed regarding the Project or arising out of this Contract will be in the Circuit Court of Jackson County, Missouri.

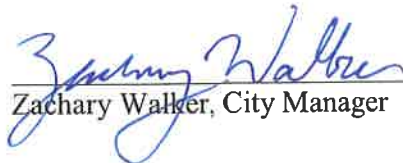
9. COUNTERPARTS. This Contract may be executed in one or more counterparts, each of which shall constitute an original and which, when taken together, shall constitute one entire Contract. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties to this Contract.
10. FAX SIGNATURES. For purposes of this Contract, a document (or signature page thereto) signed and transmitted by facsimile machine or telecopier is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered an original signature, and the documents transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or telecopy document is to be re-executed in original form by the parties who executed the facsimile or telecopy document. No party may raise the use of a facsimile machine or telecopier or the fact that a signature was transmitted through the use of a facsimile or telecopier machine as a defense to the enforcement to this Contract or any amendment or other document executed in compliance with this paragraph.
11. EFFECTIVE DATE. This Agreement shall become effective upon approval by the governing bodies of the City and the County.
12. TERMINATION. The City or County may terminate this Agreement for Cause upon giving 180 days' notice in writing electronically and certified mail – signed return receipt to the other party. "Cause" includes the violation of this Agreement by either party. "Cause" for City to act includes County's failure to timely make any payment on the bonds, abuse or mistreatment of animals by the County or County's Operator, failure to operate the Regional Animal Shelter within generally accepted State standards, or failure to properly maintain the facility. "Cause" for the County to act includes the City's failure to make timely payments on any invoices. If one party gives the other notice of intent to terminate for cause, the non-terminating party shall have 180 days to cure remedy the condition giving rise to the termination.
13. LAND. As agreed to in the Intergovernmental Agreement between County and City dated June 30, 2009, the City will continue to lease land to the County for \$1.00 (one Dollar). This \$1.00 (One Dollar) a year rental shall continue for the full five year period of this agreement and shall survive any early cancelation of the Agreement by the City.
14. ASSIGNMENT. Neither party may assign their rights and obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
15. THIRD PARTY RIGHTS. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and County.
16. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto and there are no other understandings, written or oral, relating to the

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subject matter hereof, and may not be changed, modified or amended, in whole or in part, except in writing signed by County and City.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the
4 day of April 2018

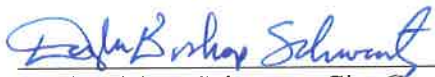
CITY OF INDEPENDENCE, MISSOURI


Zachary Walker, City Manager

ATTEST:


Sarah Carnes-Lemp, City Clerk


APPROVED AS TO FORM


Dayla Bishop-Schwartz, City Counselor
City of Independence, Missouri

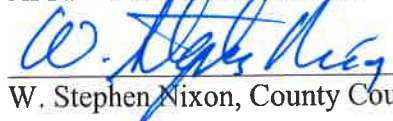
JACKSON COUNTY, MISSOURI


Frank White Jr., County Executive

ATTEST:


Mary Jo Spino, Clerk of the Legislature

APPROVED AS TO FORM


W. Stephen Nixon, County Counselor