

**2018 CONTRACT FOR SERVICES, between
City of Columbia and Central Missouri Humane Society**

WITNESSETH:

For and in consideration of the covenants and agreements contained herein, the City of Columbia, Missouri and the Central Missouri Humane Society, agree as follows:

I. Definitions:

For the purpose of this contract, the following definitions shall apply:

A. Animal Control (AC) is the office of Animal Control within the city of Columbia's Department of Public Health and Human Services and shall refer to the department and its employees.

B. CMHS is the Central Missouri Humane Society, a Missouri not-for-profit corporation (CMHS).

C. City is the City of Columbia, Missouri, a municipal corporation (City). Items ascribed to City may include some whose cost is shared by City and Boone County.

D. Holidays as used in this contract shall be New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day.

II. Office Space:

For the annual sum of \$2,500, CMHS agrees to provide City with office space as follows:

A. Office space of approximately 60 square feet.

B. City shall provide all necessary office supplies for Animal Control employees.

C. CMHS shall provide, at its expense, electric, gas, water, and sewer service.

D. CMHS shall provide parking and reception for Animal Control clients.

III. Kennel Facilities for Boarding Impounded Animals:

For the annual sum of \$122,092, CMHS agrees to provide City first priority access to not fewer than twenty-five (25) animal confinement cages.

A. The cages shall be of a design, construction, location and access acceptable to City's Public Health and Human Services Director. The cages provided by CMHS to City during the last calendar year shall be deemed acceptable unless the City Public Health and Human Services Director shall notify CMHS to the contrary. Specifically, CMHS shall assure:

1. Animal runs for the exercise of confined animals;
2. Necessary housekeeping and sanitation services to provide a safe and sanitary environment for impounded animals, including daily cleaning and sanitation, as required, of the cages and runs;
3. External parasite control and other sanitary services which may be mutually agreed upon between the parties.

B. CMHS shall provide adequate and nourishing animal food, meeting the specifications of the National Research Council, Washington, D.C., or equivalent specifications.

C. CMHS specifically agrees to provide the City, at all times, with confinement cages for all small animals. CMHS will house common, domestic livestock and exotic animals if housing options are safe for the animal and CMHS employees. The City shall be responsible for food and additional supplies for these animals.

D. The intention of this agreement is that such spaces required by the City will be provided as individual accommodations and, unless multiple animal housing is necessary for animal well being, no more than one animal impounded by the City shall be confined to any one cage.

E. Provided that the "first priority" right of the City should not preclude use of cages or other facilities by CMHS when not needed by City.

F. This section shall apply only to animals impounded by Animal Control Officers within the corporate limits of the City of Columbia and Boone County.

IV. Veterinary Medical Services:

A. CMHS will provide veterinary services between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, with the exception of holidays. City will reimburse CMHS \$21,500 for veterinary services. These professional services shall consist of:

1. Examination and treatment of individual animals as requested by Animal Control.
2. Euthanasia as requested by Animal Control, and approved by the CMHS veterinarian, for animals in Animal Control's care and custody.

3. Recommended vaccinations and other preventive measures necessary to prevent the spread of disease and maintain the health of the animals in the shelter environment.
4. Microchip implantation of all animals impounded by Animal Control prior to release.
5. Assistance in Animal Control cruelty cases (e.g., recommendations for veterinary care, expert testimony, etc.).
6. In-court testimony where subpoenaed by the City Attorney or a Prosecuting Attorney.

B. CMHS will provide emergency veterinary services outside of regular operating hours, pending veterinary staff availability, for the purpose of providing emergency care for injured dogs and cats.

V. Sterilization Voucher Program:

For the annual sum of \$20,000 CMHS will provide one hundred and fifty (150) sterilization vouchers to Animal Control to distribute to owners of dogs and two hundred (200) sterilization vouchers to owners of cats in the City of Columbia and Boone County.

- A. The vouchers will subsidize the cost of sterilization surgery at no charge to the owner.
- B. Rabies vaccination of all cats.
- C. Ear tips for all feral cats.
- D. CMHS will collaborate with Animal Control on a monthly basis regarding which vouchers were not redeemed so that they can be re-issued.
- E. Nothing in this agreement prohibits CMHS from partnering with a non-CMHS veterinarian to perform voucher-related spay/neuter surgeries. Administrative issues (e.g., reimbursing non-CMHS veterinarians) regarding such partnerships shall be the sole responsibility of CMHS.

VI. City Animal Licensing Program

For all animals over 3 months in age, which are adopted from CMHS by residents of the City of Columbia, CMHS agrees to sell animal licenses as required by the Columbia Code of Ordinances and will collect the City's animal license tax, issue a certificate and metallic tags evidencing payment of such tax. City will provide all tags and certificates

to CMHS. The number of licenses issued will be tracked by CMHS and reported to the city. All fees collected will be remitted to the City within 30 days of collection

VII. Boone County Program:

CMHS agrees that all services and privileges herein granted to the City will also be provided in support of the Boone County Animal Control Program with the understanding that cages used for animals impounded through the Boone County program shall be counted as part of the twenty-five (25) cages allocated above for City use.

VIII. ACFA License Fee:

CMHS agrees to remain state-licensed and pay all associated fees per the Animal Care and Facilities Act (ACFA) and with no cost to the City.

IX. Payment for Services and Term of Agreement:

This agreement for support services shall be in effect for the period January 1, 2018 through December 31, 2018. For the services provided under this contract, the City will pay to CMHS the annual sum of \$166,092. The total amount due under this contract may be paid upon execution of the contract in the equivalent of 12 monthly installments of \$13,841.

Binding Effect:

This agreement shall be executed, in duplicate, by properly authorized officers of CMHS and City and shall be binding on CMHS and City.

CENTRAL MISSOURI HUMANE SOCIETY

BY:

President, agent for CMHS, Inc.

Date

Treasurer, agent for CMHS, Inc

Date

CITY OF COLUMBIA, MISSOURI

BY:

Mike Matthes, City Manager

Date

ATTEST:

Columbia City Clerk

Date

City Counselor

Date