

**2023 CONTRACT FOR SERVICES, between
City of Columbia and Central Missouri Humane Society**

This agreement is made and entered into by and between the City of Columbia, Missouri, ("City") and the Central Missouri Humane Society ("CMHS") and is effective on the date of signing by the party last executing this Agreement ("Effective Date").

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.

1. 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 division 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 items whose costs are 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.

2. Office Space:

For the annual sum of two thousand, five hundred dollars (\$2,500.00), 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.

3. kennel Facilities for Boarding Impounded Animals:

For the annual sum of one hundred fifty thousand, eighty-six dollars (\$150,086), 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; and
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 wellbeing, 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.

4. 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 twenty-six thousand, three hundred and nine dollars (\$26,309.00) 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 when subpoenaed by the City Attorney or a Prosecuting Attorney.
7. Anxiolytic medication to treat fear, anxiety and stress.

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.

5. Sterilization Voucher Program:

For the annual sum of twenty-thousand dollars (\$20,000.00) CMHS will provide one hundred and seventy-five (175) sterilization vouchers to Animal Control to distribute to owners of dogs and one hundred and fifty (150) 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. Cat sterilization vouchers will cover rabies vaccination of all cats.
- C. Cat sterilization vouchers will cover 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.

6. 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.

7. 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.

8. 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.

9. Payment for Services and Term of Agreement:

This agreement shall be for services provided during the period starting on the Effective Date and continuing through December 31, 2023. For the services provided under this contract, the City will pay to CMHS the annual sum of one hundred ninety-eight thousand, eight hundred and ninety-five dollars (\$198,895). The total amount due under this contract may be paid upon execution of the contract in the equivalent of twelve (12) monthly installments.

10. Compliance with Laws:

CMHS agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services hereunder.

11. Employment Of Unauthorized Aliens Prohibited:

CMHS agrees to comply with Missouri State Statute section 285.530 in that CMHS shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement, CMHS shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. CMHS shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. CMHS shall require each

subcontractor to affirmatively state in its contract with CMHS that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. CMHS shall also require each subcontractor to provide CMHS with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

12. General Independent Contractor Clause:

This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the CMHS will be an independent contractor and not CITY's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. CMHS will retain sole and absolute discretion in the judgment of the manner and means of carrying out CMHS's activities and responsibilities hereunder. CMHS agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between CMHS and CITY, and CITY will not be liable for any obligation incurred by CMHS, including but not limited to unpaid minimum wages and/or overtime premiums.

13. Insurance:

CMHS shall maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the CITY's review or acceptance of insurance maintained by CMHS is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by CMHS under this Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

- A. Workers' Compensation & Employers Liability. CMHS shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.
- B. Commercial General Liability. CMHS shall maintain Commercial General Liability at a limit of \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability or Cross Liability.

- C. Business Auto Liability. CMHS shall maintain Business Automobile Liability at a limit of \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event CMHS does not own automobiles, CMHS agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- D. CMHS may satisfy the liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. CMHS agrees to endorse CITY as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- E. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the services to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of the Agreement between the CMHS and CITY. CMHS is required to maintain coverages as stated and required to notify CITY of a Carrier Change or cancellation within two (2) business days. CITY reserves the right to request a copy of the policy.
- F. The Parties hereto understand and agree that CITY is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to CITY, or its elected officials or employees.
- G. Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event CMHS fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, CITY shall have the right to cancel and terminate this Agreement without notice.
- H. The insurance required by the provisions of this article is required in the public interest and CITY does not assume any liability for acts of CMHS and/or CMHS's employees and/or CMHS's subcontractors in the performance of this Agreement.

14. Hold Harmless Agreement:

To the fullest extent not prohibited by law, CMHS shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of CMHS, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with CMHS or a subcontractor for part of the services), of anyone directly or

indirectly employed by CMHS or by any subcontractor, or of anyone for whose acts CMHS or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require CMHS to indemnify, hold harmless, or defend the City of Columbia from its own actions, inactions, (willful or otherwise), or its own negligence.

15. No Waiver of Sovereign Immunity:

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

16. Professional Oversight Indemnification:

CMHS understands and agrees that CITY has contracted with CMHS based upon CMHS's representations that CMHS is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, CMHS agrees to defend, indemnify and hold and save harmless CITY from any and all claims, settlements, and judgments whatsoever arising out of CITY's alleged negligence in hiring or failing to properly supervise CMHS.

17. Professional Responsibility:

CMHS shall exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional practices. If CMHS fails to meet the foregoing standard, CMHS shall perform at its own cost, and without reimbursement from CITY, the professional services necessary to correct the errors and omissions which are caused by CMHS's failure to comply with above standard, and which are reported to CMHS within one (1) year from the completion of CMHS' services.

18. Governing Law and Venue:

This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

19. No Third-Party Beneficiary:

No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any other third party, so as to constitute any such Person a third-party beneficiary under this Agreement.

20. Notices:

Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to CITY:

City of Columbia Public
Health and Human
Services Department
1005 W. Worley Street
Columbia, MO 65203

If to CMHS:

Central Missouri Humane Society 616
Big Bear Boulevard Columbia, MO
65202

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

21. Public Records Act:

CITY is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law as amended and CMHS agrees to maintain the confidentiality of information which is not subject to public disclosure under the Sunshine Law.

22. Amendment:

No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

23. Compliance with Section 34.600 RSMo:

If applicable under Section 34.600 RSMo, and to the extent not in violation of any state or federal constitution, CMHS hereby certifies that CMHS is not currently engaged in and shall not for the duration of the contract, engage in a boycott of goods or services

from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

24. Entire Agreement:

This Agreement represents the entire and integrated agreement between the Parties relative to the services herein. All previous or contemporaneous contracts, representations, promises and conditions relating to CMHS' services described herein are superseded.

25. Binding Effect:

This agreement shall be executed by properly authorized officers of CMHS and City and shall be binding on CMHS and City. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

[SIGNATURE PAGE FOLLOWS]

CENTRAL MISSOURI HUMANE SOCIETY

BY:

Robert J. Churchill
President, agent for CMHS

12.23-22
Date

Stephen C. Smith
Treasurer, agent for CMHS

CITY OF COLUMBIA, MISSOURI

BY:

SKB

De'Carlton Seewood, City Manager

Date

ATTEST:

Sheela Amin, City Clerk

Nancy Thompson, City Counselor/rw

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Number 1100 3110 504990, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Matthew Lue, Director of Finance