

**AGREEMENT**

THIS AGREEMENT, is made and entered into on the date of the last signatory noted below, by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called the "City" and Boone County, Missouri, hereinafter called the "County,"

IN CONSIDERATION of the mutual covenants herein contained, it is hereby agreed by and between the Parties as follows:

1. The City agrees to provide the equivalent of two and one-third full-time (2.33 F.T.E) benefited animal control officers for services to Boone County residents living outside the corporate limits of the City. All officers so provided shall be suitably trained employees of the City.

2. The City will provide appropriate materials and supplies associated with supporting the personnel listed in paragraph 1.

3. The City enters into contracts with the Central Missouri Humane Society, a Missouri not-for-profit corporation, for the provision of office space, veterinary care, and kennel facilities. Copies of any such future contracts between the City and the Humane Society or other provider for these services during the term of this agreement shall be forwarded to the Boone County Commission for informational purposes.

4. Capital items previously purchased by the City to provide Animal Control services for Boone County, the cost of which has been reimbursed by the County, shall continue to be used to provide services under this agreement. Such items, however, shall be returned to the County within thirty (30) days of termination of this agreement unless the parties, by written agreement, provide otherwise.

5. The County shall pay City a proportionate share (33%) of the personnel costs, materials and supplies, utilities, travel and training, and other miscellaneous services and intra-governmental charges of the Animal Control division of the City's Public Health and Human Services Department to fulfill its obligations under this agreement. The proportionate amount shall be determined by dividing the total cost for each such category by the number of City animal control officers and multiplying that number by the two and one-third (2.33) full-time equivalent employees provided County under this agreement.

6. An estimate of the County's annualized cost under this agreement is set forth in Schedule A which is attached to and made a part of this agreement.

7. The parties agree that the City will bill the County on a quarterly basis for one-fourth of the total contract amount. By March 1, 2024, a final report will be prepared and will include appropriate accounting documentation for reconciliation purposes. A statistical report of services rendered by the City to the County will be provided annually. The annual reconciliation will be conducted consistent the parties' established course of dealing and will include the following:

- A. Program revenues and related program expenses arising from activities that pertain solely to the City will be set apart to the City and program revenues and related program expenses arising from activities that pertain solely to the County will be set apart to the County.
- B. All other program revenues and related program expenses will be netted and the balance of expenses shall be allocated between the parties consistent with their planned funding of this joint department (67% to City and 33% to County).

8. During the term of this Agreement, the City will provide liability insurance coverage on the interior space the Health Department occupies (Unit #1 of the Columbia/Boone County Health Department

Condominium) in the same manner that it does for other City-owned facilities.

9. This agreement shall be in full force and effect during calendar year 2023; provided, however, that either party may terminate this agreement upon thirty (30) days written notice of the other party.

10. 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 constitutions or laws.

11. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their duly authorized officers as of the day and year last written below.

THE CITY OF COLUMBIA, MISSOURI

*JCB*

BY: \_\_\_\_\_  
De'Carlton Seewood, City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor/rw

BOONE COUNTY, MISSOURI

BY: \_\_\_\_\_  
Kip Kendrick, Presiding Commissioner

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Brianna Lennon, County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
C.J Dykhouse, County Counselor

Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

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Boone County Auditor

Date

SCHEDULE A

**ANIMAL CONTROL**

Personnel (2.33 FTE)	\$168,308
Materials and Supplies	\$7,372
Training and Schools	\$1,050
Intra-governmental Charges	\$23,833
Utilities, Services, & Other Miscellaneous	\$70,936

<b>Total</b>	<u><b>\$271,499</b></u>
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