

Introduced by _____ Council Bill No. R 5-13

A RESOLUTION

authorizing an agreement with the Central Missouri Humane Society for animal control services.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with the Central Missouri Humane Society for animal control services. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

ADOPTED this _____ day of _____, 2013.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

**2013 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 \$1,200, 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.

III. Kennel Facilities for Boarding Impounded Animals:

For the annual sum of \$103,478, CMHS agrees to provide City -first priority access to not fewer than thirty (30) 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. The exception to this requirement shall be common, domestic livestock, impounded by the City.

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 \$6,000 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. Assistance in Animal Control cruelty cases (e.g., recommendations for veterinary care, expert testimony, etc.).
4. In-court testimony where subpoenaed by the City Attorney or a Prosecuting Attorney.

B. CMHS will provide protection of animal health and the prevention of the spread of disease by providing Bordetella vaccine for all animals being housed, pursuant to this contract, by CMHS on behalf of AC. City will reimburse CMHS \$1,600 for this veterinary prevention of this highly communicable disease.

C. 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 \$11,250 CMHS will provide one hundred and fifty (150) sterilization vouchers to Animal control to distribute to owners of dogs and 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. Animal Control will complete the voucher with required information.

C. CMHS will collaborate with Animal Control on at least a monthly basis regarding which vouchers were not redeemed so that they can be re-issued and so the effectiveness of the program can be evaluated.

D. 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. 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 thirty (30) cages allocated above for City use.

VII. 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.

VIII. Payment for Services and Term of Agreement:

This agreement for support services shall be in effect for the period January 1, 2013 through December 31, 2013. For the services provided under this contract, the City will pay to CMHS the annual sum of \$123,528. The total amount due under this contract may be paid upon execution of the contract in the equivalent of 12 monthly installments of \$10,294.

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:

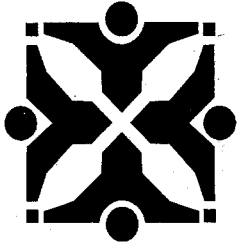
APPROVED AS TO FORM:

By: _____
Sheela Amin, City Clerk

By: _____
Fred Boeckmann, City Counselor

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

John Blattell, Director of Finance



Source: Health

Agenda Item No:

SPBrowning
To: City Council
From: City Manager and Staff

Council Meeting Date: Jan 7, 2013

Re: Central Missouri Humane Society 2013 Contract for Services

EXECUTIVE SUMMARY:

A resolution authorizing the City Manager to sign the 2013 Contract for Services between the City of Columbia and Central Missouri Humane Society (CMHS) in the amount of \$123,528 effective January 1 through December 31, 2013.

DISCUSSION:

This annual agreement provides office space, kennel facilities, veterinary services and vaccinations, as necessary, to shelter city and county animals impounded by Animal Control. Boone County pays one-third of the total cost of this agreement via the annual City and County contract for Animal Control operations.

Highlights of the agreement include:

\$1,200 - Office space

\$103,478 - Kennel facilities and care for impounded animals (30 kennels per day)

\$6,000 - Veterinary medical services for impounded animals

\$1,600 - Bordetella vaccine for all impounded animals

\$11,250 - 150 sterilization vouchers for distribution by Animal Control Officers

FISCAL IMPACT:

Funding for this agreement was anticipated during the budget process.

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

11.3 Goal: Columbia will be a healthy community. All residents will have timely access to appropriate health care. Effective prevention initiatives will contribute to a healthy community.

SUGGESTED COUNCIL ACTIONS:

Should the Council agree with staff recommendations, an affirmative vote is in order.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$123,528.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	\$123,528.00	Duplicates/Epands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	Yes
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	11.3
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	