

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between ***CITY OF JACKSON, MISSOURI, a municipal corporation***, hereinafter referred to as “**City**,” and ***SEMO PETS, a Missouri nonprofit corporation***, located at 2536 Boutin Road, Cape Girardeau, Missouri, **WITNESSETH:**

WHEREAS, Semo Pets provides services to the City in housing domestic animals and other services as more particularly described below; and

WHEREAS, the services provided to the City by Semo Pets has value to the City; and

WHEREAS, the City desires to pay an amount to Semo Pets for the services provided; and

WHEREAS, Semo Pets is willing to continue its service to the City; and

WHEREAS, the parties desire to memorialize their agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, it is agreed as follows:

1. **PAYMENT TO SEMO PETS.** The amount the City pays to Semo Pets is calculated using the previous year’s payment as the base amount and multiplying it by the Consumer Price Index (CPI) as certified by the Missouri Tax Commission on the last twelve month basis available on February 1st of each year preceding the prior twelve month period. In 2022 the City paid Semo Pets \$31,460.00. The CPI for 2022 is seven (7%) percent. The City will pay Semo Pets an annual payment of \$33,662.00 for 2023 due on January 1, 2023. This method of calculation will be used for 2024 and 2025. By way of example:

- 2023 Annual Payment x CPI for 2023 = 2024 Annual Payment due January 1, 2024.
- 2024 Annual Payment x CPI for 2024 = 2025 Annual Payment due January 1, 2025.

2. SEMO PETS TO PROVIDE SERVICES TO THE CITY. Semo Pets agrees that is shall provide the following services:

- a) House domestic animals picked up by the City or its residents and released to Semo Pets at its facility except that Semo Pets will not take any animal deemed to be feral unless Semo Pets is funded for TNR (trap, neuter, and release) program. Semo Pets reserves the right to refuse any animal that cannot properly cared for.
- b) Animals will be housed for a five (5) day period as required by law. After the five days the animals will become the property and responsibility of the Semo Pets without any further necessary action. If the animals are ill or injured beyond recovery prior to passage of the required five days, the animal shall be immediately released to the Semo Pets and humanely euthanized, as allowed by the Animal Care Facilities Act.
- c) At least one (1) pen in a separate area will be set aside and labeled for suspected rabid animals. Quarantined animals housed in this area will be held for a ten (10) day period, as required by law. If the animal is deemed too vicious to house for the ten (10) day holding period, it will be euthanized and sent in for rabies testing. The owner of the animal is responsible for paying the quarantine fee of one hundred fifty dollars \$150.00 if the animal is reclaimed by its owner.
- d) All animals released to the Semo Pets by the City or its residents for impoundment may be given inoculations against communicable diseases. The inoculations shall be furnished at no charge to the City.

- e) At the time the City or its residents releases an animal to Semo Pets, a form will be completed by the City representative or resident reflecting the date and time the animal was received by Semo Pets, as well as, identify where and when the animal was picked up.
- f) If the animal has been reclaimed it will be the responsibility of the City to follow up with Semo Pets to determine violations of any applicable city ordinance. The City will receive all monies realized from fines that have been incurred through Ordinance violations.
- g) If the animal is reclaimed, Semo Pets shall receive all monies collected for boarding fees and "Return to Owner Fees."

3. ACTIVITY REPORTING. The City will maintain records of all animals released by the City to Semo Pets. Semo Pets will maintain records of: how many animals are released by the City or its residents to Semo Pets; the dates when each animal was received; the inclusive dates of the five day hold period; the dates when each animal became the property of Semo Pets or was released to the Owner; and the number and type of inoculations each animal received.

4. INSURANCE COVERAGE/INDEMNITY. To the fullest extent permitted by law, Semo Pets agrees to indemnify, defend and hold harmless the City, its officers, agents, and employees from and against all suits, claims, damages, losses, and expenses, including, but not limited to, attorney fees, court costs, or alternative dispute resolution costs, arising out of, or related to, Semo Pets housing of animals and other services described in this Agreement, involving an injury to a person or persons, whether bodily injury or other personal injury, including death, or involving an injury or damage to property, including loss of use or diminution in value, but only to the extent that such suits, claims, damages, losses, or expenses are caused by the negligence or

other wrong doing of Semo Pets, its officers, agents, or employees regardless of whether caused in part by the negligence or wrong doing of City and any of its agents or employees. In addition, Semo Pets agrees that it shall add the City of Jackson, Missouri, as an additional named insured under its general liability policy and shall provide to the City a copy of the policy endorsement.

5. INDEPENDENT CONTRACTOR. It is acknowledged by the parties that Semo Pets is an independent contractor under the provisions of this Agreement. The City, in no manner whatsoever, shall control the day-to-day activities, approaches, programs, or any other activities of Semo Pets.

6. TERMS. This Agreement shall be for three years and shall terminate on December 31, 2025.

7. EARLY TERMINATION. Either party may terminate this Agreement prior to the end of the Agreement term by providing thirty (30) days written notice to:

City Clerk
City of Jackson
101 Court Street
Jackson, MO 63755

and

Director
Semo Pets
2536 Boutin Road
Cape Girardeau, MO 63701

Semo Pets will reimburse the City pro-rata that portion of the annual payment remaining after early termination.

8. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and can be altered, amended, or modified only by written instrument executed by all such parties. This Agreement sets forth the entire

agreement between the City and Semo Pets, and no custom, act, forbearance or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either party or waive or release either party from any default or the performance or fulfillment of any obligation or liability or operate as against either party as a supplement, alteration, amendment, or change of any terms or provisions set forth herein unless set forth in a written instrument duly executed by such party. The failure of either party to exercise any rights or remedies shall not release the other party from its obligations hereunder.

9. GOVERNED AND CONSTRUED. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

10. BINDING. This Agreement shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, legal representatives, distributees, successors, and assigns.

11. DEFENSES. No provision of this Agreement shall constitute a waiver of the City's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.

12. USE OF WORDS. Words of any gender used in this Agreement shall be construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context requires otherwise.

13. CAPTIONS. Any captions used in this Agreement are for convenience only and shall not be deemed to amplify, modify, or limit the provisions hereof.

14. ENFORCEABILITY. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respects, such

invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. RIGHTS AND REMEDIES. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other available remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

CITY OF JACKSON, MISSOURI

By: _____
Mayor

ATTEST:

City Clerk

SEMO PETS

By: Jenn Garner
~~President~~
Executive Director

ATTEST:

Secretary