

HOUSING AGREEMENT

City of Jackson, Missouri

An agreement from January 1, 2022 through December 31, 2022 between City of Jackson, Missouri, Municipal Corporation, hereinafter called "City", and The Humane Society of Southeast Missouri, 2536 Boutin Road, Cape Girardeau, Missouri, hereinafter called "Society".

WITNESSETH:

City and Society, in consideration of the mutual covenants herein set forth, agree as follows:

SECTION 1 BASIC SERVICE

- A. Society will house domestic animals picked up by City Nuisance Officer or his assistants and turned over to the Society at its facility.
- B. The Society will not take in from the City or its residents any animal deemed to be feral, with the exception of when the Society has funds available to do a TNR (trap, neuter or spay, and release).
- C. Society will house said animals for a five (5) day holding period as required by the State of Missouri. After the five days are passed, the animals will automatically become the property and responsibility of the Society. However, if the animals are deemed ill or injured beyond recovery at the time of impoundment or should become ill with a communicable disease before the required five days, the animal shall be immediately released to the Society and humanely euthanized, as allowed by the Animal Care Facilities Act.
- D. At least one (1) pen in a separate area will be set aside and labeled for suspected rabid animals.
E.g. "Quarantine" Animals housed in this area will be held for a ten (10) day holding period, as required by law. If the animal is deemed too vicious to house for the ten-day holding period, it will be euthanized and sent in for rabies testing. If an animal in the quarantine area is to be reclaimed by as owner, the owner is responsible for paying the quarantine fee of one hundred fifty dollars (\$150.00).
- E. All animals turned over to the Society by the City for impoundment may be given inoculations against communicable diseases immediately after being turned to the Society. The inoculations shall be furnished at no charge to the City.
- F. The City Nuisance Officer will keep records on all animals picked up by the City and turned over to the Society.
- G. Society will keep records showing how many animals it received from the City, including 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 the Society or was released to the Owner, and the number and type of inoculations each animal received.
- H. At the time the City Nuisance Officer or his assistant turns an animal over to the Society, the City representative will sign a form, which shows the date and time the animal was received by the Society. The City Nuisance Officer will also make note of where and when the animal was picked up.

I. If the animal has been reclaimed, it will be the responsibility of the City Nuisance Officer to follow- up with the Society to determine violations of any applicable City Ordinance. City will receive all monies realized from the fines that have been incurred through Ordinance violation.

J. If the animal is reclaimed, the Society shall receive all monies collected for boarding fees and Society's Return to Owner fees.

SECTION 2 TERM OF AGREEMENT

The term of this agreement shall be for a period of 1 year which is from January 1, 2022 – December 31, 2022.

SECTION 3 FEES

The City shall pay the Society a fee of \$31,460 payable in advance for the duration of this contract.

SECTION 4 SOCIETY'S INDEPENDENT CAPACITY

The Society, its officers, employees, agents and volunteers shall act in an independent capacity during the term of this agreement and not as officer, employees, agents or volunteers of the City.

SECTION 5 TERMINATIONS

Either party serving ninety (90) days written notice upon the other party may terminate this agreement. SECTION 6 RENEWALS

City shall notify the Society when budget consideration is underway according to the City's fiscal year. This contract shall automatically renew following a review by the City and Society representatives of applicable figures provided by the Society. Fees shall, if necessary, be negotiated at the time of review.

SECTION 7 PERSONS BOUND

This agreement is binding upon the Parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the City of Jackson, Missouri, has caused this agreement to be signed by the Mayor and attested to by its City Clerk, with the corporate seal of the City, and The Humane Society of Southeast Missouri has hereto by and through its authorized representatives, affixed its names, each in duplicate, on the __ day of February in the year of 2022.

City of Jackson, Missouri

Mayor

ATTEST:

City Clerk

HUMANE SOCIETY



Executive Director

Tracy Poston