RESOLUTION NO. 25-2025

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI (CITY) APPROVING AN AGREEMENT BETWEEN THE CITY OF CLINTON AND THE CLINTON ANIMAL RESCUE ENDEAVOR (C.A.R.E.).

WHEREAS, as a proper function of municipal government, the City finds it necessary to provide for an animal shelter for the safety and well-being of the community; and

WHEREAS, C.A.R.E. has expertise in managing an animal shelter;

NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:

Section 1. The Cooperative Agreement between the City of Clinton and C.A.R.E. is hereby approved.

Section 2. The Mayor is hereby authorized to execute said Agreement on behalf of the City of Clinton.

Read and passed this 16th day of September, 2025.

Carla Moberly

Carla Moberly, Mayor

ATTEST

Wendee Seaton

Wendee Seaton, City Clerk

THE CITY OF CLINTON MISSOURI
GREAT PEOPLE. BY NATURE.

Cooperative Agreement for Animal Shelter Operations

This agreement, from October 1, 2025, through September 30, 2026, between the City of Clinton, Missouri, a Municipal Corporation, hereinafter called "City", and the Clinton Animal Rescue Endeavor, Inc., hereinafter called "CARE",

WITNESSETH:

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

CARE will continue operation of an Animal Shelter within the City of Clinton on the terms and conditions set forth below, and shall operate the same during the term of this Contract.

SECTION 1 BASIC SERVICE

A. Animals to be received.

1. CARE will house animals picked up by any City Official, or Law Enforcement Officer, (hereinafter referred to collectively and severally as the "Officer", and turned over to the CARE at the Shelter facility.)
2. CARE may, at its discretion, receive animals from City residents which are surrendered by the animal's owner or found as a lost or stray animal.
3. The term "animal" shall be limited to domestic dogs and cats.

B. Owner Unknown Animals.

1. CARE will house "owner unknown" animals with no microchip for a five (5) day holding period as required by the State of Missouri. After the five days, the animals will become the property of the CARE.
2. Animals with no microchip that are deemed ill or injured beyond recovery at the time of impoundment, or should become so ill, or exhibit a communicable disease before the end of the required five days, shall be immediately and humanely euthanized as allowed by the Animal Care Facilities Act and regulations adopted thereunder.
3. CARE will house "owner unknown" animals that have an identifiable microchip for a ten (10) day holding period. After ten days, the animals will become the property of the CARE.
4. Microchipped animals that are deemed ill or injured beyond recovery at the time of impoundment, or should become so ill, or exhibit a communicable disease before the end of the required ten days, the animal shall be immediately and humanely euthanized as allowed by the Animal Care Facilities Act and regulations adopted thereunder.

C. Rabid Animals.

1. At least one (1) pen in a separate area will be set aside and labeled for suspected rabid animals, and it shall be referred to as, "Quarantine."
2. Animals housed in quarantine for suspected rabies will be housed for a ten (10) day holding period. If the animal is deemed to be too vicious to be housed for the entire ten (10) day holding period, it will be euthanized and sent in for rabies testing.
3. If the rabid hold animal is to be reclaimed by the owner, then the owner is responsible for paying the Quarantine fee as set by CARE. City shall not owe any additional fee for quarantine services.

D. Impounded Animals.

1. Animals turned over to CARE for impoundment may be given inoculations against communicable diseases. City shall not be charged any additional fees for the inoculations.

2. The Officer will complete and sign a form which shows the date and time the animal was received by the CARE. The Officer will coordinate and communicate if multiple animals are being brought in. The Officer will also make note of where and when the animal was picked up.

3. CARE will not accept animals without dates and times from the Officer.

4. When animals involved in a bite, attack, or otherwise injurious incident are dropped off at the Shelter, the Officer will complete a legible report containing the following information:

   (i) Officer's name;

   (ii) the date and location the bite, attack, or incident occurred;

   (iii) the names of the individuals or animals bitten or otherwise injured or affected in the incident;

   (iv) the circumstances surrounding the bite, attack, or incident.

E. Record Keeping.

1. CARE will keep records showing how many animals it receives, including the dates when each animal was received, the inclusive dates of the five-day hold period, the dates when each animal became property of CARE or was released to the owner, and the number and type of inoculations or veterinary care each animal received.

2. CARE will require all City residents who surrender an animal to CARE to complete a form stating the name and address of the person surrendering the animal.

3. CARE will provide to the City monthly total numbers of animals received and guarantee the veracity of the totals provided, and with records as set forth in subparagraph (1) above.

F. Fees.

1. CARE is authorized to charge boarding fees, surrender fees, and return-to-owner fees to any owner who reclaims an animal, in addition to the fees provided in this contract. CARE may retain custody of the animal until the fees are paid. CARE is further authorized to charge various fees as needed in its sole discretion, including surrender fees.

2. CARE reserves the right to solicit donations to defray the costs of boarding, care, euthanasia, and disposal of the animals.

3. CARE reserves, for the mutual benefit of the parties, the right to refuse animals, which in its opinion, are being diverted or redirected from other cities and jurisdictions.

4. CARE also reserves the right to require City residents who desire or need to have their own animals euthanized, to obtain such services from a licensed veterinarian at their own expense.

5. The City shall work with CARE to determine violations of any applicable City Ordinance. The City will receive all monies realized from the fines that have been incurred through Ordinance violations.

G. Right to Refuse Animals.

1. For the health and safety of visitors, other animals housed by CARE, volunteers and workers, CARE retains the right to refuse any animal not brought in by the City.

2. CARE retains the right to refuse animals brought in by the City only under the rare and limited

circumstances when CARE determines such animal cannot be safely held due to its known history of biting or attacking people or other animals, or the owner of the animal has a known history of threatening violence to CARE, its staff, volunteers or patrons. The language of this paragraph is not triggered by animals held for court or investigative purposes, but is based on an independent determination by CARE.

H. Animal Held Under Court or Law Enforcement Order.

1. Any animal housed by CARE that is being held for court or investigative purposes cannot be adopted out, fostered, transferred or euthanized until written release is provided by the agency requesting the hold.

2. The above said animal will incur a daily boarding charge according to the approved fee schedule. Boarding charge will be billed monthly to the agency requesting the hold, payable immediately upon receipt. Daily boarding charge is in addition to the other incurred fees.

3. The City or applicable agency shall provide notice to CARE in writing immediately when court or investigative proceedings have concluded. Following such notice, animals will continue to be held for a maximum period of ten (10) days, upon the expiration of which the animal is released to CARE for appropriate disposition, or the requesting agency shall take custody of the animal.

4. At the election of CARE, any animal being held for court or investigative purposes may be transferred to applicable agency or its officials at the conclusion of the investigation and of the court proceedings. The City hereby agrees to immediately receive possession of the animal, and upon such transfer, CARE shall be immediately released from all further liability or responsibility for said animal.

I. Compliance with Law.

CARE shall at all times maintain all licenses with the State of Missouri necessary to perform as outlined herein, and stay in compliance with all Department of Agriculture regulations.

J. City shall be entitled at all normal business hours to enter and inspect CARE's operation.

SECTION 2 TERMS OF AGREEMENT

A. Term.

1. The initial term of this Agreement shall be for a period from the date of October 1, 2025 to September 30, 2026, and shall renew annually thereafter for one year terms, for the period of October 1 – September 30.

2. City may terminate this Agreement at any time upon thirty (30) days written notice to CARE. Should CARE at any time fail to maintain license in good standing with the State of Missouri to perform hereunder, City may immediately terminate this Agreement.

SECTION 3 CONTRIBUTION BY PARTIES

1. City shall pay to CARE, for the term of this Agreement, the sum of One Hundred Thousand Dollars ($100,000). Payments shall be made in quarterly installments of Twenty-five Thousand Dollars ($25,000) on October 1, January 1, April 1 and July 1.
2. CARE agrees to provide all additional necessary operating funds.
3. City shall provide for all maintenance related to the exterior of the Shelter building.
4. CARE shall provide for all maintenance related to the interior of the Shelter building.
5. CARE shall be allowed to make improvements to the interior and exterior of the Shelter building and the property, with the approval of the City. Improvements are subject to all City building codes.

SECTION 4 INDEPENDENT CAPACITY

CARE, its officers, employees, agents and volunteers shall act in an independent capacity during each term of this Agreement, and not as officers, employees or volunteers of the City. No third party rights are created by this Contract.

SECTION 5 TERMINATION

This Agreement may be terminated by any party by serving thirty (30) days written notice upon the other parties.

SECTION 6 FINANCIAL STATEMENTS

After the initial term of this Agreement, CARE will submit to the City a copy of its financial statements. Those financial statements and supporting documentation will also show the total number of animals and animal carcasses received by CARE during the Contract term. CARE shall provide City its proposed budget for the upcoming year by November 15.

SECTION 7 INSURANCE

A. Personal Injury Liability: CARE shall maintain in effect, throughout the term of this Contract, personal injury liability insurance in the amount of $517,306 for injury to or death of any one person, and $3,448,710 for injury to or death of any number of persons in one occurrence. Such insurance shall specifically insure CARE against all liability imposed by law. The policy shall provide that it shall not be cancelled without ten (10) days written notice to City.

B. Work Comp: CARE shall maintain coverage for workers' compensation in the amounts required by law.

C. Proof of Coverage: Certificates evidencing CARE's coverages shall be provided to City upon commencement of this Agreement.

D. Indemnification: CARE shall indemnify City against, and hold City harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorney's fees and court costs, arising in connection with the operation of the Animal Shelter to be located on the premises.

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

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

IT WITNESS WHEROF, the City of Clinton, Missouri, has caused this Agreement to be signed by its Mayor and attested to by its City Clerk, and Clinton Animal Rescue Endeavor, Inc. has also caused this Agreement to be signed and attested to by and through its authorized representatives, each in duplicate, on this __day of , 2025.

CITY OF CLINTON, MISSOURI

Carla Moberly

Carla Moberly, Mayor

Date: 9-18-2025

ATTEST:

Wendee Seaton

Wendee Seaton, City Clerk

CLINTON ANIMAL RESCUE ENDEAVOR

Effie Hubbard

Signature

Effie Hubbard

Printed Name

President CARE

Title

Date: 9/18/25

ATTEST:

Denise Allen

Signature

Denise Allen

Printed Name

Board Member

Title