

**ADAIR COUNTY COMMISSION MINUTES
WEDNESDAY, FEBRUARY 13, 2019
4TH DAY JANUARY ADJOURNED**

The Adair County Commission convened at 8:30 a.m. on February 13, 2019 in the Courthouse at Kirksville. All Commissioners were present. The Adair County Courthouse was closed on Tuesday, February 12, 2019 in observance of Abraham Lincoln's Birthday.

At 10:00 a.m., the Commission met with Krista Baker of the Adair County Humane Society. Also present was a member of KTVO Television. Ms. Baker was here to sign an agreement with the County that the Society will agree to take ownership of, impound, and care for in a sanitary matter those dogs delivered to the Society by the County. Upon execution of the "Agreement to Care for Impounded Animals", the County agrees to pay the Society \$5000 per year toward the maintenance and operation of the Society's facilities in order to offset the additional capacity that will be needed by the Society to care for the animals brought to the Society.

The document was signed by Presiding Commissioner Shahan; Adair County Humane Society Director and Treasurer, Krista Baker; and Adair County Clerk, Sandra Collop. A check in the amount of \$5000 was presented to Ms. Baker. The term of the contract is from 1-01-19 through 12-31-19. Ms. Baker thanked the Commission for their partnership with the County.

The Commission spent the remainder of the day attending to County business.

The Adair County Commission adjourned at 4:00 p.m.

The Adair County Courthouse will be closed on Monday, February 18, 2019 in observance of President's Day.

The Adair County Commission will reconvene on Tuesday, February 19, 2019 at 8:30 a.m. in the Courthouse at Kirksville.

Unscheduled Public Walk-Ins and other Non-Agenda Items for Wednesday, February 13, 2019:

Adrian Madrin – Wave system

Continued on page 309

ATTEST:


County Clerk


Presiding Commissioner

ADAIR COUNTY COMMISSION MINUTES WEDNESDAY, FEBRUARY 13, 2019

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IN REF. ORDER 9 Agreement to Care for Impounded Animals

AGREEMENT TO CARE FOR IMPOUNDED ANIMALS

Adair County Humane Society
PO Box 481, 23375 State Highway 6, Kirksville, MO 63501

This agreement is made and entered into this date of 2-13-19 by and between the County of Adair, Missouri, hereinafter referred to as "County" and the Adair County Humane Society, an incorporated Missouri-not-for-profit corporation hereinafter referred to as "Society".

WITNESSETH:

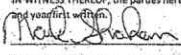
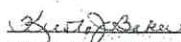
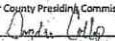
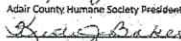
WHEREAS, the Society has established a shelter for lost, stray, neglected, abused or impounded animals and whereas the County enforces laws and ordinances concerning dangerous animals and animals running at large and on occasion, has need to house these animals; and whereas, the County agrees with the Society as to services to be provided by the Society to the County pursuant in terms of the agreement.

NOW, THEREFORE, it is mutually agreed as follows:

1. The term of this agreement shall be from 1-01-19 through 12-31-19.
2. In consideration of the covenants hereinafter set forth, the Society agrees to take ownership of, impound, and care for in a sanitary matter those dogs delivered to the Society by the County during the term of this agreement.
3. Upon execution of this agreement, the County agrees to pay the Society the amount of \$5,000 per year toward the maintenance and operation of the Society's facilities in order to offset the additional capacity that will be needed by the Society to care for the animals brought to the Society.
4. The Society shall receive the animals delivered by the County during regular business hours, place them in a suitable enclosure, and feed and water them for a period of days not to exceed the time set out in this agreement.
5. The Society agrees to provide care, at the owners' expense for a period of no more than 10 days, for an animal known or suspected to have bitten a person or animal, or for an animal suspected of being rabid. The Society agrees to appropriately observe any indications of rabies, to keep the suspected animal isolated from other animals, and to provide a written report to the County at the end of the isolation period.

6. If a dog under rabies observation exhibits any sign of illness, the county is responsible for preparing said animal for additional rabies testing per State of Missouri law.
7. The Society shall be under no duty to administer any medicine or drugs or perform any operation on any said animal so impounded and if any of said animals shall, in the opinion of the Society, be deemed ill or injured to such an extent that it would be inhumane to allow said animal to live, the Society shall have the right to dispose of the animal in a humane manner.
8. If any person shall present to the Society \$10.00 per day for the board, rabies observation, and keep of said animal, the Society shall release said animal to the person presenting payment.
9. If at the expiration of the 10 days according to the computation of time hereinafter set forth, no person has presented payment for the board, rabies observation, and keep of said animal, the Society may present the animal for adoption or the Society may euthanize the animal in a humane manner.
10. It is understood and agreed that in the computation of time for the keeping and the disposition of any animals, the agreement shall include the first day on which the animals is impounded and shall include the last day unless the last day falls on Sunday or a legal holiday in which event the said 10 days shall be extended to the next week day.
11. The County and Society agree and understand that when the Society shelter reaches near maximum animal capacity, the Society may be unable to accept animals from the County.
12. The County and Society agree that the County's payment described above shall include, at no additional charge, euthanasia and disposal cost for those animals submitted by the County.
13. Should a special circumstance occur during which an animal is required to be impounded by the Society longer than the time set out in this agreement, extra compensation from the responsible party may be required.
14. The County and/or the Shelter shall have the right to void this agreement without cause after 60 days written notice to the other party.

IN WITNESS THEREOF, the parties hereto have executed the foregoing instrument in duplicate the day and year first written.

 Adair County Presiding Commissioner	 Adair County Humane Society President Director
 Adair County Clerk	 Adair County Humane Society Treasurer

ATTEST: Sandra Collop
County Clerk

Mark Shahan
Presiding Commissioner