

**ADAIR COUNTY COMMISSION MINUTES  
WEDNESDAY, JUNE 10, 2020  
17TH DAY APRIL ADJOURNED**

The Adair County Commission convened at 8:30 a.m. on June 10, 2020 in the Courthouse at Kirksville. All Commissioners were present.

At 10:00 a.m., the Commission met with Krista Baker and Melissa Decker of the Adair County Humane Society. The meeting was to renew an agreement that the Humane Society will shelter lost, stray, neglected, abused, or impounded animals and the County will enforce laws and ordinances concerning dangerous animals and on occasion need to house these animals. Commissioner King moved to renew the agreement for the term 1/1/2020 through 12/31/2020. Commissioner Thompson seconded the motion. Presiding Commissioner concurred. All voted in favor of the motion. In the agreement the County agrees to pay the Society \$5000 toward the maintenance and operation of the Society's facilities.


The Adair County Commissioner spent the remainder of the day attending to County business.

The Adair County Commission adjourned at 4:00 p.m. on June 10, 2020.

**Unscheduled Public Walk-Ins and other Non-Agenda Items for Wednesday, June 10, 2020:**

None

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ATTEST:   
County Clerk

  
~~1st. District Commissioner, Bill King~~  
~~Presiding Commissioner~~

# ADAIR COUNTY COMMISSION MINUTES

## WEDNESDAY, JUNE 10, 2020

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IN REF. ORDER NO 15 Agreement to Care for Impounded Animals

**AGREEMENT TO CARE FOR IMPOUNDED ANIMALS**  
 Adair County Humane Society  
 PO Box 481, 22376 State Highway 6 W, Kirksville, MO 63501

This agreement is made and entered into this date of June 10, 2020 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:

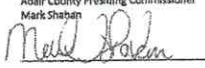

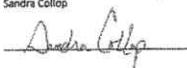

1. The term of this agreement shall be from 1/1/2020 through 12/31/2020.
2. In consideration of the covenants hereinafter set forth, the Society agrees to take ownership of, impound, and care for in a sanitary manner those dogs delivered to the Society by the County during the term of this agreement.
3. Upon execution of this agreement, the County agrees to pay the Society the amount of \$5,000.00 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.

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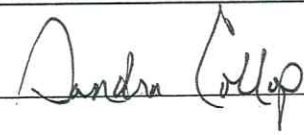
5. The Society agrees to provide care, at the owner's expense for a period of no more than ten (10) days for an animal known or suspected to have bitten a person or animal, or for an animal suspected of being rabid. The Society agrees to appropriately observe any indication of rabies, to keep the suspected 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 ten (10) days according to the computation of time hereinafter set forth, no person had 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 animal the agreement shall include the first day on which the animal is impounded and shall include the last day unless the last day falls on Sunday or a legal holiday, in which event the said ten (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 costs 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 sixty (60) days written notice to the other party.


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

Adair County Presiding Commissioner Mark Shaban 	Adair County Humane Society President Krista Baker 
Adair County Clerk Sandra Collep 	Adair County Humane Society Treasurer Greg Gordon 

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ATTEST:   
 County Clerk

  
 1st District Commissioner, Bill King  
~~Presiding Commissioner~~