

AN ORDINANCE AUTHORIZING AND DIRECTING THE BOARD OF ALDERMEN OF THE CITY OF PORTAGE DES SIOUX, MISSOURI TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE ST. CHARLES COUNTY HEALTH DEPARTMENT FOR PROVIDING RABIES CONTROL SERVICES BETWEEN THE CITY OF PORTAGE DES SIOUX, MISSOURI AND ST. CHARLES COUNTY, MISSOURI.

WHEREAS, St. Charles County, Missouri has adopted a Rabies Control Code, and;

WHEREAS, The City of Portage Des Sioux, Missouri desires the services of St. Charles County to provide Rabies Control Services based on the County Rabies Control Code, and;

WHEREAS, The County Commission has authority under Section 70.220 RSMo. 1978, as amended, to enter into a contract with the City of Portage Des Sioux, Missouri;

NOW THEREFORE, BE IT ORDAINED by the Board of Aldermen of the City of Portage Des Sioux, Missouri as follows:

SECTION I

St. Charles County will provide Rabies Control Services as provided in the Contract for Rabies Control Services between the City of Portage Des Sioux, Missouri and St. Charles County, Missouri attached hereto and incorporated by reference herein as Exhibit "A".

SECTION II

Whenever there is a conflict between this Ordinance and any existing Ordinance, the provisions set forth herein shall govern.

SECTION III

Each separate provisions of this Ordinance shall be deemed independent of all other provisions herein and that if any provisions of this Ordinance shall be declared invalid, all other provisions hereof shall remain valid and enforceable.

SECTION IV

This Ordinance shall take effect and be in full force and effect from and after its passage and approval.

Passed this 9 day of Sept. 1985.

Remond J. Echde Jr
Mayor

Attest:
Patricia A. Baschert
City Clerk

EXHIBIT A

CONTRACT FOR RABIES CONTROL SERVICES
BETWEEN THE MUNICIPALITY OF _____, MISSOURI
AND ST. CHARLES COUNTY, MISSOURI

This agreement, dated _____, 1985, is between the County of St. Charles, State of Missouri, herein referred to as County, and the Municipality of _____, Missouri herein referred to as Municipality.

In consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto agree as follows:

SECTION ONE

TERM

This agreement shall become effective _____, 1985, and shall continue until _____. Notwithstanding the foregoing, either party may cancel this agreement for any reason with or without cause, by giving thirty (30) days written notice thereof to the other party.

SECTION TWO

RELATIONSHIP OF THE PARTIES

The parties to this contract agree that the relation created by this contract is that of employer-independent contractor. County is not an employee of Municipality, and is not entitled to the benefits provided by Municipality to its employees, including, but not limited to, group insurance and pension plan. County may conduct services for others during the term of this Contract. Municipality may, during the term of this contract, engage other independent contractors to perform the similar work that County performs hereunder.

SECTION THREE

SERVICES

County will provide professional Rabies Control services which include but are not limited to:

1. A centralized information system that will give information on rabies vaccination statistics that will aid in

enforcing existing Rabies Ordinances and that will enhance the public health and prevent the spreading of the infectious, contagious and communicable and dangerous disease of Rabies;

2. Providing one rabies tag for all dogs and cats in the County and Municipality, which tag will state the fact that it is from St. Charles County, Missouri, the rabies vaccine used, the number of the tag and the County Health Department telephone numbers of 272-5599, 327-5161, 441-0405;

3. County will sell said rabies tag to veterinarians of the Municipality for \$1.00 each along with a Rabies Vaccination Registration Certificate;

4. County to furnish a computer printout once a month to Municipality and to answer for needed information during regular working hours;

5. County to keep all information in central computer updated as to status of rabies immunizations, name of animal owner, reissuance of lost tags, notification to owner when rabies shots are due.

SECTION FOUR

SCHEDULE

Services will generally be performed during the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, although both parties may from time to time agree to have services performed at other than these hours and/or days. Municipality understands that all work and services to be performed by County will be done in the order received, as with any other projects submitted to the County for services, but will not receive any priority. Time is not of the essence of this Contract. Neither party, however, shall be responsible for any delays that are due to such party's fault or negligence and that could not have reasonably been foreseen or provided against.

SECTION FIVE

TERMINATION

In the event of a breach of this agreement by either party hereto that is not remedied within five (5) days after delivery of written notice of such breach, the aggrieved party may terminate this agreement by written notice to the other. On expiration or termination of this agreement, for any cause, County shall without additional cost to Municipality, provide all reasonable assistance and devote its best efforts to returning to

Municipality, or its designees, in an orderly and expeditious manner, all data, records, and documentation belonging to Municipality.

SECTION SIX

PAYMENT

There is no cost to Municipality for the performance of this service by County.

SECTION SEVEN

NOTICE

Any notice required or permitted to be given hereunder shall be deemed properly given forty-eight (48) hours from postmark if mailed certified or registered, postage prepaid. Notice to shall then be sent to its then existing Attorney at Law. Notice to County shall be sent to it's then existing County Counselor.

SECTION EIGHT

COUNTY AS SUPERVISOR OF WORK

In the performance of the work herein contemplated, County is an independent contractor with the authority to control and direct the performance of the details of the work. Municipality being interested only in the results obtained. County agrees to comply with all federal, state, and municipal laws, rules and regulations that are now or may in the future become applicable to County.

SECTION NINE

LIABILITY/INDEMNIFICATION

County shall not be responsible or be held liable for any injury or damage to person or property resulting from the use, misuse, or failure of any equipment used by County or any of its employees, even if such equipment is furnished, rented, or loaned to County by Municipality. The acceptance or use of any such equipment by County or any of its employees shall be construed to mean that Municipality accepts full responsibility for, and agrees to indemnify County against any and all loss, liability, and claims for any injury or damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such injury or damage is to an employee or the property of County, other

contractors, Municipality, or other persons.

Municipality agrees to indemnify County from any and all liability, loss or damage Municipality may suffer as a result of claims, demands, costs, or judgments against it arising out of County's performance of this contract in any way.

SECTION TEN

CONDITIONS

Municipality agrees to give County not less than sixty (60) days notice of any proposed amendments or revisions to Ordinance No. _____.

IN WITNESS WHEREOF, the party's hereto have executed this agreement the day and year first above written.

Honorable Richard M. Green
Presiding Commissioner,
St. Charles County, Missouri

Honorable Jane C. Schmidt,
Western District Commissioner,
St. Charles County, Missouri

Honorable Rodger W. Parker,
Eastern District Commissioner,
St. Charles County, Missouri

Agent and designee on behalf of
the Municipality of _____,
Missouri

Attest:

Clerk of St. Charles County, Missouri

Attest:

Clerk of the Municipality of _____, Missouri