

BILL NO. 2003

SPECIAL ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF CUBA, MISSOURI, ON BEHALF OF SAID CITY, TO ENTER INTO AN AGREEMENT WITH MELISSA MULLALLY TO MANAGE THE CUBA ANIMAL CONTROL SHELTER

WHEREAS, the Board of Aldermen of the City of Cuba, Missouri (City), has determined that it is in the best interests of the City to enter into an agreement with Melissa Mullally to manage the Cuba Animal Control Shelter.

BE IT ORDAINED, by the Board of Aldermen of the City of Cuba, Missouri, as follows:

Section 1: The City of Cuba, Missouri, shall enter into an agreement with Melissa Mullally to manage the Cuba Animal Control Shelter. A copy of said Agreement is attached hereto as Exhibit "A".

Section 2: The Mayor of the City of Cuba, Missouri, is authorized to execute the Agreement on behalf of the City.

Section 3: This ordinance shall be in full force and effect from and after its passage and approval.

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF CUBA, MISSOURI, THIS ____ DAY OF _____, 2021.

CODY LEATHERS, MAYOR

Attest:

CHRISTINE NASH, CITY CLERK

(City Seal)

Approved this _____ day of _____, 2021.

CODY LEATHERS, MAYOR

Attest:

CHRISTINE NASH, CITY CLERK

(City Seal)

Approved as to the form.
WILLIAMS, ROBINSON, RIGLER & BUSCHJOST, P.C.

By: _____
Lance B. Thurman, #51214
901 North Pine Street, Fourth Floor
Post Office Box 47
Rolla, Missouri 65402
(573) 341-2266

ATTORNEYS FOR THE CITY OF CUBA, MISSOURI

Alderman	Vote on First Reading On _____, 2021	Vote on Second Reading On _____, 2021
Kevin Copling		
Sam Black		
Debbie Martin		
Warren Graddy		
Curtis Holt		
Jeff Bouse		

CONTRACT FOR ANIMAL CONTROL MANAGER

This agreement entered into this July 1, 2021, between Melissa Mullally, hereinafter referred to as "Contractor" and the City of Cuba, Missouri, a municipal corporation hereinafter referred to as "City".

Whereas, The City desires to have a Manager for the Cuba Mo Animal Control Shelter located in the City of Cuba, Missouri; and

Whereas, Ms. Mullally desires to perform the function of Manager of the Cuba Animal Control Shelter under the umbrella of the Cuba Police Department.

Now, therefore, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

1. The City shall pay a contract fee to Ms. Mullally in the sum of \$24,000.00 per year, payable in \$2000.00 monthly installments as and for her services. No other compensation shall be paid. Contractor shall pay her own withholding taxes, with the City to issue a Form 1099 or similar tax document.
2. Contractor shall be eligible for any increases authorized by the Board of Aldermen for City Employees for the City of Cuba, Missouri.
3. Contractor shall have the following responsibilities:
 - A. Manage the day-to-day operations of the City of Cuba Animal Control Shelter,
— Supervise Animal Control Officer duties as defined in Animal Control Officer job description, Chapter 5 Article II Section 5-20 through 5-33 of the Cuba Missouri City Code.
Supervise part time Animal Care Attendants as defined in the Animal Care Attendant job description. Ensure staff is in place to maintain regular business hours open to the public.
 - B. Maintain a positive image and heighten awareness of Cuba Animal Control Shelter for the City. Meet or exceed quality standards of care.
 - C. Actively support and uphold all Missouri Department of Agriculture and City Ordinances.
 - D. Uphold Department of Agriculture license by maintaining required logs, reports and records required to comply with city, state and federal regulations.
 - E. Set up and manage City of Cuba Animal Control annual budget working with City officials and City Animal Control Committee.
 - F. Ensure Animal Control Officer (ACO) is current on appropriate ACO training to sustain ACO certification.
 - G. Keep current Animal Control Policy and Procedure manual.
 - H. Handle staffing requirements for daily shelter operations including being accessible to staff and available to the police department for after hour emergencies or consultation.

- I. Maintain relationship with local veterinarians for discounted services for shelter animals.
 - J. Manage and keep current Cuba Mo Animal Control and Partners for the Cuba Pound Facebook pages.
 - K. Promote animal care, spay/neuter and adoption program by marketing and public relations through Facebook, social media, networking contacts and newspaper articles.
 - L. Maintain business relationships with networking partners such as Animal Protective Association (APA), rescue and animal welfare organizations for animal transfer opportunities.
 - M. Manage and track all donations for Partners for the Cuba Pound designated account through the Crawford County Foundation.
 - N. Coordinate all fundraising and donation efforts to benefit the animals and cover medical and equipment expenses not covered by the City budget to improve conditions and care of the animals awaiting adoption.
 - O. Research grants available from outside sources.
 - P. Work with the Crawford County Foundation on programs that will allow for long term sustainable income for the Cuba Animal Control Shelter.
4. The City shall furnish all maintenance and supplies required to maintain the facility as defined in the annual budget.
 5. The City will provide liability insurance coverage for Ms. Mullally in her capacity as Cuba Animal Control Manager, under its current policy and/or any future policy the City may obtain, with the City to bear all costs of premiums. Ms. Mullally shall commit no act which unreasonably increases the premium payable by the City.
 6. This Agreement shall be effective as and from the date first above written and shall continue for a period of one (1) year and shall be automatically renewed for successive periods of one year prior to expiration. Either party may terminate this Agreement without cause by notifying the other party in writing, and the termination of this Agreement shall be effective ninety (90) days from the date of mailing of said notice by registered mail to the other party's last known address. Any future monthly installments for services due hereunder shall terminate upon the last effective day of this Agreement, with the City to be absolved of all further responsibility for payment.
 7. This Agreement contains all of the covenants and agreements between the parties. Any modification of the Agreement shall be effective only if made in writing and signed by the parties hereto.
 8. This Agreement shall inure to the benefit of and shall be binding upon the City and Contractor. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
 9. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri and the venue for resolution of any dispute shall be in the Circuit Court of Crawford County, Missouri.

In Witness Whereof, on the day and year first above written, the City and Contractor caused this Agreement to be executed in their names by their duly authorized representatives below.

Cody Leathers
Mayor, City of Cuba

Melissa A. Mullally
Independent Contractor

Attested to:

Christine Nash, City Clerk

(City Seal)