BILL NO.: 24-0718

ORDINANCE NO.: 24-

INTRODUCED BY: COUNCIL MEMBER (s)

1	AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND						
2	SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE						
3	RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR						
4	PROPOSALS FOR ON-CALL DEAD ANIMAL REMOVAL 2024; AND						
5	AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY						
6	NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE						
7	AWARD OF THE BIDS AND PROPOSALS.						
8	WHEREAS, Jefferson County, Missouri, (hereafter, the "County") in response to						
9	certain Invitations for Bids and Requests for Proposals issued by the County, received bids						
10	and proposals for the following items or services:						
11	BID NAME						
12	On-Call Dead Animal Removal 2024						
13	NUMBER OF BIDS RECEIVED						
14	2						
15	DATE OF BID OPENING						
16	6-4-24						
17	WHEREAS, after reviewing the bids and proposals set forth above, the						
18	Department of Public Works has determined that certain bids and proposals represent the						

FILED

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1	lowest and best bid for the respective items or services and met the bid or proposal						
2	specifications issued by the County; and						
3	WHEREAS, the Jefferson County, Missouri, Council finds it is in the best interes						
4	of the County to award the bids and proposals to Animal Care Services for a term from						
5	date of approval to 7-22-25 upon approval for up to \$27,000.00 per term, for total						
6	amount not to exceed \$27,000.00 for the term, subject to budgetary limitations.						
7	BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,						
8	AS FOLLOWS:						
9	Section 1. The County awards the following bids and proposals which are						
10	incorporated by this reference as if fully set out herein, to the lowest and best vendor(s)						
11	bidding for each respective item or service as follows:						
12	BID NAME						
13	On-Call Dead Animal Removal 2024						
14	<u>TERM</u>						
15	date of approval to 7-22-25						
16	AMOUNT						
17	Up to \$27,000.00 per term,						
18	for total amount not to exceed \$27,000.00 for the term,						
19	subject to budgetary limitations						
20	AWARDED BIDDER						
21	Animal Care Services						

1	Section 2. The Jefferson County, Missouri, Council hereby authorizes the				
2	County Executive to execute the agreement attached hereto and incorporated herein by				
3	Reference as Exhibit "A" and any agreements or contracts necessary to effectuate the				
4	award of the bids and proposals set forth in this Ordinance. The County Executive is				
5	further authorized to take any and all actions necessary to carry out the intent of this				
6	Ordinance.				
7	Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses				
8	thereto, and any contracts or agreements shall be maintained by the Department of the				
9	County Clerk consistent with the rules and procedures for the maintenance and retention				
10	of records as promulgated by the Secretary of State.				
11	Section 4. This Ordinance shall be in full force and effect from and after its				
12	date of approval. If any part of this Ordinance is invalid for any reason, such invalidity				
13	shall not affect the remainder of this Ordinance.				

[THIS SPACE LEFT INTENTIONALLY BLANK]

THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

Council Member District 1, Brian	Haskins	<u>ger</u>			
Council Member District 2, Gene	F. Barbagallo	yer_			
Council Member District 3, Lori A	arons	yos_			
Council Member District 4, Charle	es Groeteke	yes			
Council Member District 5, Scott	Seek	yes			
Council Member District 6, Danie	Stallman	Ges			
Council Member District 7, Bob T	ullock	Les .			
THE ABOVE BILL ON THIS 22 DAY OF , 2024:					
PASS	SED	_FAILED			
Charles Groeteke, County Council Chair					

THIS BILL WAS APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS DAY OF, 2024.
THIS BILL WAS VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS DAY OF, 2024.
Dennis J. Gannon, Jefferson County, Missouri, Executive
ATTEST:
Jeannie Goff, County Clerk
BY: Cheller Rankin

First Reading: 07-22-2024





JEFFERSON COUNTY CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT is entered into by ANN WAL CARS SENN 2 5 7 HZ (hereinafter, "Contractor") and the County of Jefferson, Missouri (hereinafter, "County").

WITNESSETH:

WHEREAS, the County has a need at various times over the term period for this contract for a contractor to retrieve road-kill deer and other animals and dispose of them by a method approved by Jefferson County. The contractor may use any equipment, tools, trucks and trailers considered reasonable. The contractor shall assume liability for damages incurred to personal equipment and property, and to property of others while executing the terms of the contract; and

WHEREAS, the County has selected the Contractor to provide those services on an as-needed basis.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the County, the Contractor hereby agrees that it shall faithfully perform the services called for by this Agreement in the manner and under the conditions described in this Agreement.

- (1) <u>DEFINITIONS</u>: The following definitions apply to these terms, as used in this Agreement:
- (A) "COUNTY" means the County of Jefferson, Missouri, an agency of state government, which acts by and through its County Council, County Engineer and others in the Public Works Department.
- (B) "CONTRACTOR" means the business providing technical or manual labor services to the County as a party to this Agreement.
- (C) "CONTRACTOR'S REPRESENTATIVE" means the person or persons designated in writing by the Contractor to represent that business in negotiations, communications, and various other contract administration dealings with the County's staff .
- (D) "DELIVERABLES" means all technical services including; designs, drawings, plans or specifications, and manual labor services including; equipment, materials or labor used in association with projects completed under this Agreement, to be delivered to and become the property of the County pursuant to the terms and conditions set out in paragraph (11) of this Agreement.
 - (E) "ENGINEER" means the County Engineer or any other authorized

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representative of the County. Where the specific term "County Engineer" is used, it shall mean the County Engineer exclusively.

- (F) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.
- (G) "SUBCONTRACTOR" means any individual, partnership, corporation, or joint venture to which the Contractor, with the written consent of the Engineer, subcontracts any part of the technical or labor services under this Agreement but shall not include those entities, which supply only materials or supplies to the Contractor.
- (H) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the County either decides to terminate the project or reactivate the services under the conditions then existing.
- (I) "TERMINATE", in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Contractor, or the unilateral cancellation of this Agreement by the County.
- (J) "SERVICES" includes all technical or labor services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

- (A) WHEREAS, the County has a need at various times over the term period for this contract for a contractor to retrieve road-kill deer and other animals and dispose of them by a method approved by Jefferson County. The contractor may use any equipment, tools, trucks and trailers considered reasonable. The contractor shall assume liability for damages incurred to personal equipment and property, and to property of others while executing the terms of the contract; and, from time to time as needed and requested by the County.
- (B) Scope and Cost of Requested Services: Each individual request for services shall be covered by a Memorandum of Understanding submitted by the Contractor and endorsed by the County Engineer. The memorandum will define the scope of work to be performed by the Contractor, the time limitations within which the work is to be performed, the specific deliverables required, an estimate of the manhours required to complete the services multiplied by the appropriate hourly rates and state the maximum price for those services. Only those hourly rates included in the version of Exhibit I currently in effect shall be used as the basis of preparing any Memorandum of Understanding. The maximum price or ceiling for any Memorandum of Understanding shall not be exceeded prior to the execution of a supplemental Memorandum of

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Understanding. The Memorandum of Understanding will also indicate where the Contractor is to forward all deliverables.

(3) <u>TERM OF AGREEMENT:</u> The Contractor's services are to commence upon full execution of this Agreement and terminate one (1) year later; unless otherwise terminated prior to this date pursuant to the provisions of paragraph (10) of this Agreement. Upon concurrence of all parties, this Agreement may be renewed for an additional one (1) year term.

(4) INFORMATION AND SERVICES PROVIDED BY THE COUNTY:

- (A) At no cost to the Contractor and in a timely manner, the County will provide available information of record, which is pertinent to the requested services project to the Contractor upon request. In addition, the County will provide the Contractor with the specific items or services set forth in the Memorandum of Understanding for the particular services requested by the County. The Contractor shall be entitled to rely upon the accuracy and completeness of such information, and the Contractor may use such information in performing services under this Agreement.
- (B) The Contractor shall review the information provided by the County concerning the requested services and will as expeditiously as possible advise the Engineer of any of that information which the Contractor believes is inaccurate or inadequate or would otherwise have an effect on any of its activities under this Agreement. In such case, the County shall provide the Contractor with new or verified data or information upon which the Contractor is entitled to rely. The Contractor shall not be liable for any errors, omissions, or deficiencies in the Contractor's services resulting from inaccurate or inadequate information furnished by the County which inaccuracies or inadequacies are not detected by the Contractor unless the errors should have been detected by the Contractor through reasonable diligence.

(5) <u>RESPONSIBILITY OF THE CONTRACTOR</u>:

- (A) The Contractor shall comply with applicable state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement or any subsequent Memorandums of Understanding. The Contactor shall provide the services in accordance with the criteria and requirements established and adopted by the County; and if none are expressly established in this Agreement, published manuals and policies of the County which shall be furnished by the County upon request; and, absent the foregoing, manuals and policies established by National Standard in the Industry, as published and in effect on the date of this Agreement or any subsequent Memorandums of Understanding.
- (B) Without limiting the foregoing, the performance of these services will be in accordance with the specific criteria and project procedures as indicated by the information set out in the appropriate Memorandum of Understanding.

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- (C) The Contractor shall be responsible for the quality, accuracy, and the coordination of all deliverables or any other services furnished under this Agreement. At any time during any subsequent stage of project development or phase of work performed by others based upon any deliverables or other services provided by the Contractor, the Contractor shall prepare any additional deliverables or other services needed to correct any negligent acts, errors, or omissions of the Contractor or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though the Contractor may have received final payment. The Contractor shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Contractor of the responsibility to correct such negligent acts, errors, or omissions.
- (D) The Contractor shall cooperate fully with the County and its Engineers, contractors, and contractors on adjacent projects and with municipalities and local government officials, public utility companies and others as may be directed by the Engineer.
- (E) In the event any lawsuit or court proceeding of any kind is brought against the County, arising out of or relating to the Contractor's activities or services performed under this Agreement, including any Memorandum of Understanding, or any subsequent stage of project development or phase of work or any project of construction undertaken employing the deliverables provided by the Contractor in performing this Agreement, including any Memorandum of Understanding, the Contractor shall have the affirmative duty to assist the County in preparing the County's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the County by the Contractor will be compensated at an amount or rate negotiated between the County and the Contractor as will be identified in a separate agreement between the County and the Contractor. To the extent the assistance given to the County by the Contractor was necessary for the County to defend claims and liability due to the Contractor's negligent acts, errors, or omissions, the compensation paid by the County to the Contractor will be reimbursed to the County.
- (6) <u>NO SOLICITATION WARRANTY</u>: The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, County, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, County, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) <u>SUBCONTRACTORS</u>:

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- (A) The Contractor agrees that except for those businesses and for those services listed in the appropriate Memorandum of Understanding, there shall be no transfer of technical services performed under this Agreement without the written consent of the County. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.
- (B) Unless waived or modified by the County, the Contractor agrees to require, and shall provide evidence to the County, that those Subcontractors shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance, for not less than the period of services under such subcontractor agreements, and in not less than the following amounts:
 - 1. Comprehensive General Liability Insurance: The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.
 - 2. Automobile Liability: \$400,000 per claim up to \$2,500,000 per occurrence;
 - 3. Worker's Compensation Insurance: The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statues of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.
- (C) The subletting of the services will in no way relieve the Contractor of its primary responsibility for the quality and performance of the services to be performed hereunder and the Contractor shall assume full liability for the services performed by its Subcontractors.
- (8) <u>COMPENSATION</u>: The following provisions apply with respect to the payment of fees to the Contractor:
- (A) <u>Labor Costs, Overhead and Profit</u>: Payment shall be made based on the actual labor hours expended by personnel multiplied by the corresponding hourly rates for the appropriate employee classification indicated in the "Schedule of Hourly Labor Billing Rates", attached as Exhibit I and incorporated herein. These rates include overhead and profit. The schedule is effective for the entire time that this Agreement remains in effect but may be revised within this time period no more than once within any twelve (12) month period to reflect changes in salary and overhead costs. The effective

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date for the first revision to Exhibit I shall occur no sooner than twelve (12) months from the County's execution of this Agreement. All information requested in the attached Exhibit I shall be provided by the Contractor.

- 1. <u>Overhead Direct Labor</u>: Direct labor overhead costs include additions to payroll cost for holidays, sick leave, vacation, group insurance, workers' compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items. Direct labor overhead is shown on Exhibit I.
- 2. <u>Overhead General and Administrative</u>: General and administrative overhead costs include administrative salaries (including non-productive salary of associates and employees), officer services, equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, ,legal and audit fees, , use of electronic computer for accounting, and other related items. The percentage of direct straight time payroll to be added to salary costs is shown on Exhibit I.
- Changes in Hourly Rates: The hourly rates indicated in Exhibit I may (B) be revised no more than once within any twelve (12) month period to reflect changes in salary and overhead costs. The effective date for the first revision to Exhibit I shall occur no sooner than twelve (12) months from the County's execution of this Agreement. The effective date established by the County for any subsequent revisions to Exhibit I should re-establish the beginning date for measuring the aforementioned twelve (12) month period. A new "Schedule of Hourly Labor Billing Rates" must be submitted by the Contractor and approved by the County prior to the inclusion of the revised rates in any subsequent Memorandum of Understanding. The Contractor shall submit all revisions to Exhibit I no later than forty-five (45) days prior to the desired effective date for use of the revised hourly rates. If no revisions are submitted and approved by the County, the billing rates established in the most recently approved Exhibit I will be used as the basis for all subsequent Memorandum of Understandings. Any revisions to the hourly rates included in Exhibit I and approved by the County will in no way change the hourly labor billing rates included in any previously executed Memorandums of Understanding. Any approved revisions to the hourly billing rates will only be applicable to Memorandums of Understanding that are executed beyond the effective date of the revised Exhibit I.
- (C) <u>Individual Project Payment Ceiling</u>: Total payment for an individual project carried out under this Agreement shall be limited to the "contract ceiling" stated in the Memorandum of Understanding covering that specific investigation. No work shall be done or costs incurred in excess of this ceiling until the County executes a supplemental Memorandum of Understanding.
- (D) <u>Payments</u>: The Contractor may submit an invoice for services, equipment and/or materials rendered to the County not more than once every month or upon completion of the services outlined in the Memorandum of Understanding. Upon receipt of the invoice, the County will, as soon as practicable, pay the Contractor for the

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services rendered. The County reserves the right to withhold payment, without penalty, to resolve disputes that may arise regarding the number of hours billed, the hourly rates used to develop the invoice, or the performance of services.

(9) PERIOD OF SERVICE:

- (A) The services, and if more than one then each phase thereof, shall be completed in accordance with the schedule contained in the Memorandum of Understanding for each request for services. The Contractor and the County will be required to meet this schedule.
- (B) The County will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Contractor. The Contractor shall make requests for extensions of time in writing, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.
- (C) The Contractor and County agree that time is of the essence, and the Contractor and County will be required to meet the schedules in the appropriate Memorandum of Understanding. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the Contractor, either party shall make no claim for damage. An extension of time shall be the sole allowable compensation for any such delays.
- (D) As used in this provision, the term "delays due to unforeseeable causes" includes the following:
 - 1. War or acts of war, declared or undeclared;
- 2. Flooding, earthquake, or other major natural disaster preventing the Contractor from performing necessary services at the project site, or in the Contractor's offices, at the time such services must be performed;
- 3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Engineer, justifies a suspension of the services or necessitates modifications of the project or plans by the Contractor;
 - Court proceedings;
 - 5. Changes in services or extra services.

(10) SUSPENSION OR TERMINATION OF AGREEMENT:

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- (A) The County may, without being in breach hereof, suspend or terminate the Contractor's services under this Agreement, or any services included in an active Memorandum of Understanding, for cause or for the convenience of the County, upon giving to the Contractor at least fifteen (15) days' prior written notice of the effective date thereof. The Contractor shall not accelerate performance of services during the fifteen (15) day period without the express written consent of the County.
- (B) Should the Agreement be suspended or terminated for the convenience of the County, the County will pay to the Contractor its costs as set forth in paragraph (8) (A), for actual hours expended prior to such suspension or termination multiplied by the hourly rates included in the "Schedule of Hourly Billing Rates", plus reasonable hours incurred by the Contractor in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Contractor's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- (C) The Contractor shall remain liable to the County for any claims or damages occasioned by any failure, default, error or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Contractor. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- (D) The Contractor shall not be liable for any errors or omissions contained in deliverables, which are incomplete as a result of a suspension, or termination where the Contractor is deprived of the opportunity to complete the Contractor's services.

(11) OWNERSHIP OF DELIVERABLES:

(A) All services completed in the performance of this Agreement shall be delivered to and become the property of the County upon suspension, abandonment, cancellation, termination, or completion of the Contractor's services under the terms of this Agreement.

(12) <u>DECISIONS UNDER THIS AGREEMENT AND DISPUTES</u>:

- (A) The Engineer will determine the acceptability of the work performed and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud.
- (B) The Engineer will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by the Contractor and as to the rate of progress of the services; all questions as to the acceptable fulfillment of the Agreement on the part of the Contractor; the proper compensation for performance or

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breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Contractor, whether claims under this Agreement or otherwise. The Engineer's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious of the result of fraud.

- (C) If the Contractor has a claim for payment against the County which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made in triplicate within sixty (60) days of the Contractor's receipt of final payment. Notwithstanding paragraph 20 of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Department of Public Works, Jefferson County, Missouri. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.
- (D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the County.
- (E) The claims procedure in paragraphs 12 (C) and (D) do not apply to any claims of the County against the Contractor. Further, any claims of the County against the Contractor under this Agreement are not waived or estopped by the claims procedure in paragraphs 12 (C) and (D).
- (13) <u>SUCCESSORS AND ASSIGNS</u>: The County and the Contractor agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(14) INDEMNIFICATION RESPONSIBILITY:

- (A) The Contractor agrees to save harmless the County from all liability, losses, damages, and judgments for bodily injury, including death, and property damage to the extent due to the Contractor's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Contractor's employees, agents, and Subcontractors.
- (B) The Contractor shall be responsible for the direct damages incurred by the County as result of the negligent acts, errors, or omissions of the Contractor or anyone for whom the Contractor is legally responsible, and for any losses or costs to repair or remedy any subsequent stage of project development, phase of work, or project construction as a result of such negligent acts, errors or omissions; provided, however, the Contractor shall not be liable to the County for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the subsequent stages of project development or the construction of the project.

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(C) Neither the County's review, approval or acceptance of, or payment for, any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the completion of subsequent stages of project development or the construction of the project at some later date and remains as long as the construction contractor may file or has pending a claim or lawsuit against the County on this project arising out of the Contractor's services hereunder.

(15) INSURANCE:

- (A) WHEREAS, the County has a need at various times over the term period for this contract for a contractor to retrieve road-kill deer and other animals and dispose of them by a method approved by Jefferson County. The contractor may use any equipment, tools, trucks and trailers considered reasonable. The contractor shall assume liability for damages incurred to personal equipment and property, and to property of others while executing the terms of the contract; and
- (B) The Contractor's insurance coverages shall be for not less than the following limits of liability:
 - 1. Comprehensive General Liability Insurance: The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.
 - 2. Automobile Liability: \$400,000 per claim up to \$2,500,000 per occurrence;
 - 3. Worker's Compensation Insurance: The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statues of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.
- (C) The Contractor shall, upon request at any time, provide the County with certificates of insurance evidencing the Contractor's commercial general or

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professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

- (D) Any insurance policy required as specified in paragraph No. (15) should be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri. In addition, any such insurance policy, except for Worker's Compensation and Professional Liability, will name the County as additional insured.
- (16) NONDISCRIMINATION CLAUSE: The Contractor shall comply with all the provisions of Executive Order No. 94-03, issued by the Honorable Mel Carnahan, Governor of Missouri, on the fourteenth (14th) day of January 1994, which executive order is incorporated herein by reference and is made a part of this Agreement. This Executive Order promulgates a Code of Fair Practices for the Executive Branch of Missouri Government and prohibits discrimination against recipients of services, and employees or applicants or employment of state contractors and subcontractors, on the grounds of race, color, religion, national origin, sex, age, disability, or veteran status. The Contractor shall also comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, et seq.); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, et seq.).
- (17) <u>ACTIONS</u>: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Jefferson County, Missouri. The parties agree that this Agreement is entered into at Hillsboro, Missouri, and substantial elements of its performance will take place or be delivered at Hillsboro, Missouri, by reason of which the Contractor consents to venue of any action against it in Jefferson County, Missouri. The Contractor shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all subcontractors of the Contractor in the performance of this Agreement.
- (18) <u>AUDIT OF RECORDS</u>: For purpose of an audit, the Contractor shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the County or its designees and representatives, at the Contractor's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the County has notice of a potential claim against the Contractor and/or the County based on the Contractor's services under this Agreement, the Contractor, upon written request of the County, shall retain and preserve its records until the County has advised the Contractor in writing that the disputed claim is resolved.

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- (19) <u>NOTICE TO THE PARTIES</u>: All notices or communications required by this Agreement shall be made in writing, and shall be effective upon receipt by the County or the Contractor at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.
- (A) <u>Notice to the County</u>: Notices to the County shall be addressed and delivered to the following Engineer, who is hereby designated by the County as its primary authorized Engineer for administration, interpretation, review, and enforcement of this Agreement and the services of the Contractor hereunder:

Jason Jonas, P.E.
Jefferson County Engineer
Department of Public Works
PO Box 100
Hillsboro, Missouri 63050
Telefax No.: 636-797-5565
Telephone No.: 636-797-5369
Email: JJonas@jeffcomo.org

The County reserves the right to substitute another person for the individual named at any time, and to designate one or more other Engineers to have authority to act upon its behalf generally or in limited capacities, as the County may now or hereafter deem appropriate. Such substitution or designations shall be made by the County Engineer in a written notice to the Contractor.

(B) <u>Notice to the Contractor</u>: Notices to Contractor shall be addressed and delivered to Contractor's representative, as follows:

Contractor Contact Name, Registrations/Certifications
Contractor Contact Title
Company Name
Company Address
Company Contact Fax Number
Company Contact Phone Number
Company Contact Email Address
Company Website

The Contractor reserves the right to substitute another person for the individual named at any time, and to designate one or more Contractor's Representatives to have authority to act upon its behalf generally or in limited capacities, as the Contractor may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Contractor's president or chief executive officer in a written notice to the County.

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- (20) <u>LAW OF MISSOURI TO GOVERN</u>: This Agreement shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations, which govern the performance of this Agreement.
- (21) CONFIDENTIALITY: The Contractor agrees that the Contractor's services under this Agreement are a confidential matter between the Contractor and the County. The Contractor shall not disclose any aspect of the Contractor's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to such employees, subcontractors, and agents as may be necessary to allow them to perform services for the Contractor in the furtherance of this Agreement. without the prior approval of the County's Engineer; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Contractor's services or to any information which (1) is already in the public domain or is already in the Contractor's possession at the time the Contractor performs the services or comes into possession of the information, (2) is received from a third party without any confidentiality obligations, or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the County under Chapter 610. RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the County's Engineer, in advance.
- (22) <u>SOLE BENEFICIARY</u>: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the County and the Contractor.

(23) <u>SEVERABILITY AND SURVIVAL</u>:

- (A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the County and the Contractor.
- (B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Contractor under this Agreement or the termination of this Agreement for any reason.
- (24) <u>PAYMENT BOND</u>: In the event a subcontractor is used for any services under this Agreement, Contractor shall provide a payment bond under Section 107.170 RSMo., Any payment bond must be acceptable to the County and must be provided prior to the performance of service. The cost for the payment bond must have been included in the fee of the Contractor under this Agreement.

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IN WITNESS WHEREOF, the parties hereto he by their respective proper officials. Executed by the Contactor the day	day of July , 2024.
JEFFERSON COUNTY, MISSOURI BY SAMON COUNTY EXECUTIVE	Contractor Company Name BY: Meryle Company Name Title: (Seal)
ATTECT	ATTECT
ATTEST: County Clerk Shelly Blankinship Deputy Clerk	ATTEST: (Number of Ace Services Contractor Company Name Title: University of the Contractor Company Name
APPROVED AS TO FORM: County Counselor	
I hereby certify under Section 50.660 RSMo otherwise unencumbered, to the credit of the contained herein is chargeable, and a cash Treasury, to the credit of the fund from which meet the obligation contained herein; or (2) bo of the people and there is a sufficient unencur	the appropriation to which the obligation balance otherwise unencumbered, in the payment is to be made, each sufficient to onds or taxes have been authorized by vote

or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

133,870

066066

5.690900

ANIMAL CARE SERVICE INC

IMPERIAL, MO 63052-0447

ACCT#

VALUE

TAX RT

PO BOX 447



2021 PERSONAL PROPERTY

	TAX DISTRICT		TAX
	DUNKLIN FIRE	di.	883.68
	FESTUS SCHOOL		5,469.38
	FESTUS SPECIAL		228.11
	HEALTH UNIT TAX		134.27
	JC DEV DISABILITIES		114.73
	JEFFERSON COLLEGE		416.60
	JOACHIM-PLATTIN AMB		182.46
	MENTAL HEALTH TAX		114.73
	PARK TAX		34.27
	STATE TAX		40.16
) 12/09/2021 **	TOTAL TAXES		7,618.39
	TOTAL PAID		7,618.39

** DATE PAID

999999	1FTNR2CG4FKB18310	2015 FORD TRANSIT T250 MEDIUM ROOF	1	4,710	2018 CAT 259D		1	17,980	
999999	1FTNR2CG9FKA61683	2015 FORD TRANSIT T250 MEDIUM ROOF	1	4,710	2014 MAHINDRA	4530	1	940	
999999	NM0LS7F79G1292396	2016 FORD TRANSIT CONNECT CARGO XLT	1	3,740	2011110111110101				
999995	3JBLKAT41JJ001124	2018 CAN-AM ATV UNSP	1	2,160		Total V	alue:	18,920	
351511	1FDUF5HT3KDA03669	2019 FORD (F550) CAB & CHASSIS 4X4 4X4	1	10,180					
351522	1FTYR2CGXHKA18969	2017 FORD (T250) CAB & CHASSIS 9GVW CE	1	5,560					
351528	1FTYR2CGXJKA62959	2018 FORD (T250) CAB & CHASSIS VAN 9GV	1	6,790					
351528	1FTYR2CG5GKA04380	2016 FORD (T250) CAB & CHASSIS VAN 9GV	1	5,480					
897334	3C6URVJG0EE127661	2014 DODGE (3500) CAB & CHASSIS VAN 4X:	1	6,090					
351528	1FTBR2CG1LKB59265	2020 FORD (T250) CAB & CHASSIS VAN 9GV	1	9,330					
998960	TD291148	2007 HORSE TRLR 2 HORSE HMDE	1	50					
030541	53PWB2027BP206049	2011 CARGO TRL20FTENCTA TRL 20FT ENCI	1	920					
979333	4HNUF1624RF000018	1994 FLATBED TRL16FT TRAILER 16FT	1	50					
030533	40LFB10124P103169	2004 CARGO TRL10FTENCSA TRL 10FT ENC	1	230					
515622	1C4RJFJT8JC142516	2018 JEEP GRAND CHEROKEE UTILITY 4D S	1	11,830					
410508	1FT7W2BT2KEG41642	2019 FORD TRUCK F250 SUPER DUTY CREV	1	14,620					
516038	1C4RJFCT2CC133908	2012 JEEP GRAND CHEROKEE UTILITY 4D L	1	2,670					
386129	1B7KF23Z4TJ197072	1996 DODGE TRUCK RAM 2500 PICKUP-V8 L	1	100					
		Total Value:		89,220					
		Total value.		,					

MICHELLE WORTH COUNTY COLLECTOR P HILLSBORO, MO 63050

Phone: 636-797-5406

JEFFERSON COUNTY TAX RECEIPT 2022 PERSONAL PROPERTY

ACCOUNT #: 066066

RECEIPT#:

2022089244

TOTAL VALUATION:

131,840

ANIMAL CARE SERVICE INC PO BOX 447 IMPERIAL, MO 63052-0447

PROPERTY DESCRIPTION

		Total Value	ıe:	131,840
98024		Z - Business Value	1	8,240
110508	1FT7W2BT2KEG41642	2019 FORD TRUCK F250 SUPER DUTY CREV	1	14,620
15622	1C4RJFJT8JC142516	2018 JEEP GRAND CHEROKEE UTILITY 4D S	1	11,830
14509	1GC1KYE86DF155277	2013 CHEVROLET TRUCK SILVERADO 2500	1	9,560
963479	3C6TR5JT2DG524042	2013 DODGE TRUCK RAM 2500 PICKUP-V8 (1	5,880
317973	5GRGN23U53H133917	2003 HUMMER H2-V8 UTILITY 4D 4WD	1	2,050
386129	1B7KF23Z4TJ197072	1996 DODGE TRUCK RAM 2500 PICKUP-V8 L	1	100
516038	1C4RJFCT2CC133908	2012 JEEP GRAND CHEROKEE UTILITY 4D L	1	2,670
030533	40LFB10124P103169	2004 CARGO TRL10FTENCSA TRL 10FT ENC	1	230
979333	4HNUF1624RF000018	1994 FLATBED TRL16FT TRAILER 16FT	1	50
030541	53PWB2027BP206049	2011 CARGO TRL20FTENCTA TRL 20FT ENC	1	920
995000		2014 MAHINDRA 4530	1	850
997000		2018 CAT 259D	1	16,180
989737	4LAAS2020L5074081	2020 HORSE TRLR 20	1	1,390
998960	TD291148	2007 HORSE TRLR 2 HORSE HMDE	1	50
351528	1FTBR2CG1LKB59265	2020 FORD (T250) CAB & CHASSIS VAN 9GV	1	9,330
397334	3C6URVJG0EE127661	2014 DODGE (3500) CAB & CHASSIS VAN 4X	1	6,090
351528	1FTYR2CG5GKA04380	2016 FORD (T250) CAB & CHASSIS VAN 9GV	1	5,480
351528	1FTYR2CGXJKA62959	2018 FORD (T250) CAB & CHASSIS VAN 9GV	1	6,790
351522	1FTYR2CGXHKA18969	2017 FORD (T250) CAB & CHASSIS 9GVW Ca	1	5,560
351511	1FDUF5HT3KDA03669	2019 FORD (F550) CAB & CHASSIS 4X4 4X4	1	10,180
999995	3JBLKAT41JJ001124	2018 CAN-AM ATV UNSP	1	1,940
99999	NM0LS7F79G1292396	2016 FORD TRANSIT CONNECT CARGO XLT	1	3,370
399999	1FTNR2CG9FKA61683	2015 FORD TRANSIT T250 MEDIUM ROOF	1	4,240
999999	1FTNR2CG4FKB18310	2015 FORD TRANSIT T250 MEDIUM ROOF	1	4,240

MICHELLE WORTH, COLLECTOR

729 MAPLE ST., STE 36 HILLSBORO, MO 63050 PHONE: (636) 797-5406

Email: collector@jeffcomo.org

TAX DISTRICT	TAX
DUNKLIN FIRE	870.28
FESTUS SCHOOL	5,389.99
FESTUS SPECIAL	224.66
HEALTH UNIT TAX	132.24
JC DEV DISABILITIES	112.99
JEFFERSON COLLEGE	410.29
JOACHIM-PLATTIN AMB	169.68
MENTAL HEALTH TAX	112.99
PARK TAX	33.75
STATE TAX	39.55
TOTAL TAXES	7,496.42
TOTAL PAID	7,496.42



Validated By MICHELLE WORTH, Jefferson County Collector Kristy Apprill, Jefferson County Auditor

DATE: 12/14/2022 STATEMENT TOTAL:

7,496,42

TOTAL PAID: 7,496.42

RECEIPT#:

2022089244

PERSONAL PROPERTY

This card is for your convenience in licensing your vehicles. Please cut or tear it out, place it in your wallet, and take it with you to the License Bureau.

ALSO

You can now renew your license plates online at the Missouri Department of Revenue's Website: PLATES.MO.GOV

2022 Jefferson County Personal Property Tax Receipt I, MICHELLE WORTH, Collector of Jefferson County, MO do hereby certify that 066066

ANIMAL CARE SERVICE INC PO BOX 447 IMPERIAL, MO 63052-0447

> Has Paid Personal Taxes For The Year 2022 On The Following Vehicles Described Below:

2015 FORD TRANSIT T250 MEDIUM ROOF 2015 FORD TRANSIT T250 MEDIUM R 2016 FORD TRANSIT CONNECT CARGO X: 2018 CAN-AM ATV UNSP 2019 FORD (F550) CAB & CHASSIS 4; 2007 HORSE TRLR 2 HORSE HMDE 2017 FORD (T250) CAB & CHASSIS 9GVW 2018 FORD (T250) CAB & CHASSIS V 2016 FORD (T250) CAB & CHASSIS VAN 9C 2014 DODGE (3500) CAB & CHASSIS 2020 FORD (T250) CAB & CHASSIS VAN 9C 2012 JEEP GRAND CHEROKEE UTILI 1996 DODGE TRUCK RAM 2500 PICKUP-VI 2003 HUMMER H2-V8 UTILITY 4D 4W

134,940

066066

5.687800

ANIMAL CARE SERVICE INC

IMPERIAL, MO 63052-0447

ACCT#

VALUE

TAX RT

PO BOX 447

2023 PERSONAL PROPERTY

	and the second s	
	TAX DISTRICT	TAX
	DUNKLIN FIRE	890.74
	FESTUS SCHOOL	5,526.75
	FESTUS SPECIAL	229.94
	HEALTH UNIT TAX	135.34
	JC DEV DISABILITIES	115.64
	JEFFERSON COLLEGE	419.93
	JOACHIM-PLATTIN AMB	166.11
	MENTAL HEALTH TAX	115.64
	PARK TAX	34.54
	STATE TAX	40.48
PAID 12/07/2023 **	TOTAL TAXES	7,675.11
	TOTAL PAID	7.675.11

** DATE F

14,560

999999	1FTNR2CG4FKB18310	2015 FORD TRANSIT T250 MEDIUM ROOF	1	3,820
999999	1FTNR2CG9FKA61683	2015 FORD TRANSIT T250 MEDIUM ROOF	1	3,820
999999	NM0LS7F79G1292396	2016 FORD TRANSIT CONNECT CARGO XLT	1	3,030
999999	3C6URVJG0EE127661	2014 DODGE PROMASTER 3500 1 TON	1	4,100
999999	1FTBR2CG9NKA18902	2022 FORD TRANSIT T250 MEDIUM ROOF	1	8,390
999995	3JBLKAT41JJ001124	2018 CAN-AM ATV UNSP	1	1,750
351522	1FTYR2CGXHKA18969	2017 FORD (T250) CAB & CHASSIS 9GVW CE	1	6,520
351528	1FTYR2CGXJKA62959	2018 FORD (T250) CAB & CHASSIS VAN 9GV	1	7,710
351528	1FTYR2CG5GKA04380	2016 FORD (T250) CAB & CHASSIS VAN 9GV	1	7,790
351528	1FTBR2CG1LKB59265	2020 FORD (T250) CAB & CHASSIS VAN 9GV	1	9,000
351511	1FDUF5HT3KDA03669	2019 FORD (F550) CAB & CHASSIS 4X4 4X4	1	10,560
998960	TD291148	2007 HORSE TRLR 2 HORSE HMDE	1	50
989737	4LAAS2020L5074081	2020 HORSE TRLR 20	1	1,250
030541	53PWB2027BP206049	2011 CARGO TRL20FTENCTA TRL 20FT ENCI	1	720
979333	4HNUF1624RF000018	1994 FLATBED TRL16FT TRAILER 16FT	1	50
030533	40LFB10124P103169	2004 CARGO TRL10FTENCSA TRL 10FT ENC	1	190
386529	1B7KF23Z4TJ197072	1996 DODGE TRUCK RAM 2500 UNSPECIFIE	1	100
817973	5GRGN23U53H133917	2003 HUMMER H2 UTILITY 4D 4WD 6.0L V8	1	500
		Total Value:		69,350

2014 MAHINDRA 4530 770 15,330 Total Value:

2018 CAT 259D

MICHELLE WORTH

COUNTY COLLECTOR HILLSBORO, MO 63050

Phone: 636-797-5406



2023 PERSONAL PROPERTY

				TAX DISTRICT	TAX
ACCT#	066066			DUNKLIN FIRE	890.74
	000000	104.040		FESTUS SCHOOL	5,526.75
VALUE		134,940		FESTUS SPECIAL	229.94
TAX RT	5.687800			HEALTH UNIT TAX	135.34
A N I I B A A I . O A	DE 0ED\/	OF INC		JC DEV DISABILITIES	115.64
ANIMAL CARE SERVICE INC				JEFFERSON COLLEGE	419.93
PO BOX 44		0.447		JOACHIM-PLATTIN AMB	166.11
IMPERIAL, MO 63052-0447		-0447		MENTAL HEALTH TAX	115.64
		,		PARK TAX	34.54
				STATE TAX	40.48
			** DATE PAID 12/07/2023 **	TOTAL TAXES	7,675.11
				TOTAL PAID	7,675.11

026827 3C6TR5JT2DG524042 514509 1GC1KYE86DF155277 515622 1C4RJFJT8JC142516 1FT7W2BT2KEG41642 2013 RAM RAM 2500 CREW CAB SLT 4WD 5. 2013 CHEVROLET TRUCK SILVERADO 2500 2018 JEEP GRAND CHEROKEE UTILITY 4D S 2019 FORD TRUCK F-250 SUPER DUTY CRE Total Value: Z - Business Value 8,240 Total Value: 8,240

MICHELLE WORTH COUNTY COLLECTOR P HILLSBORO, MO 63050

Phone: 636-797-5406

6,100 9,430 11,510

14,980

42,020





PO Box 1810, Columbia, MO 65205-1810

Animal Care Services, Inc PO BOX 447 IMPERIAL, MO 63052-0447

Account Number:	9484364140
Statement Date:	12/21/2023
Statement Number:	300538448
Page:	1 of 1
Due Date:	01/10/2024
Amount Due:	\$1,229.50

Producer: 2053-379 American Family Brokerage, Inc.

Date	Description	Amount
	Previous Balance	\$258.50
11/08/2023	Payment Check - 0000008454 (Thank you!)	-\$258.50
	MEM 2009391-10 (08/21/2023 - 08/21/2024) Policy Charges Premium Service Fee PAID U.S. W CLU # 8547	\$1,224.50 \$5.00
	Amount Due	\$1,229.50

Payment Options:

Online: Log in to your account, or easily create an online account to pay your bill at www.mem-ins.com.

Phone: Call 1.800.442.0593 to use our 24/7 automated pay-by-phone service. Note: You will need your account number, billing zip code, and payment method information readily available.

Mail: 1. Include account number on check made payable to MEM.

2. Remove stub and return with payment in enclosed envelope.

Missouri Employers Mutual P.O. Box 801768 Kansas City, MO 64180-1768

Account Number:	9484364140	
Statement Date:	12/21/2023	
Statement Number:	300538448	
Due Date:	01/10/2024	
Amount Due:	\$1,229.50	



P.O. Box 447 Imperial, Missouri 63052 (636) 931-4440

May 31, 2024

We are writing this letter to submit our proposal for the On-Call Dead Animal Removal. We are a family owned crematory in Jefferson County that has been in business over 40 years. We currently provide crematory service to Jefferson County Animal Control, and have for many years.

We are able to place a freezer for your deceased small animals in each of your locations, Hillsboro, Desoto and House Springs free of charge. This would be for raccoons, opossums, and small animals that are picked up from the roadways. When the freezers are full, we would come and service the freezer and charge appropriately for what is in the freezer. Small animals will be \$30 per body. If the animal is under 1# there will be no charge.

Deer will be \$175 each if we are picking up from one of your three lots. We can also remove deer from residential property or on the side of the roadway for \$250.00. If the deer is in a body of water, on fences, or in hard to retrieve area, Animal Care will need to be called for a price. We will not remove deer from major highways.

Our hours of operations are M-F 8-3:30. If called come in later in the day we will pick up the following day.

At the beginning of each month, we will e-mail or mail out the monthly statement.

We have the right to cancel this agreement at any time.

Thanks,

Thomas Foy

C-314-420-4110

0- 636 - 931- 4440

OUR Site LOCATION IS

1555 Hensley Come