

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE JUNIOR COLLEGE OF METROPOLITAN KANSAS CITY A/K/A/ METROPOLITAN COMMUNITY COLLEGE FOR TEMPORARY HOUSING OF ANIMALS IN THE CUSTODY OF THE GLADSTONE ANIMAL SHELTER FROM JULY 3, 2026 TO JULY 10, 2026.**

**WHEREAS**, the City of Gladstone is planning events at Happy Rock Park on Saturday July 4, 2026, for Freedom Fest, the commemoration of the 250th anniversary of the signing of the Declaration of Independence; and

**WHEREAS**, improvements to the Animal Shelter will begin on Monday, July 6, 2026, lasting until Friday, July 10, 2026; and

**WHEREAS**, these events will likely cause great disruption and anxiety to the housed animals; and

**WHEREAS**, Metropolitan Community College has agreed to house the animals at their Maple Woods Campus – Veterinary Tech program and allow Gladstone Animal Control Officers access to care for the animals.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:**

**THAT**, the City Manager is hereby authorized to enter into an Agreement, in substantially the form attached hereto and incorporated herein, with Metropolitan Community College for the temporary housing of the Animal Shelter animals at the Maple Woods Campus from July 3rd to July 10th, 2026 and to take any other such measures as may be required to ensure the execution of the agreement.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 8TH DAY OF JUNE 2026.**

  
\_\_\_\_\_  
Jean B. Moore, Mayor

ATTEST:

  
\_\_\_\_\_  
Kris Keller, City Clerk



## *Request for Council Action*

RES  # City Clerk Only

BILL  # 26-18

ORD  # 4.735

Date: 6/1/2026

Department: General Administration

Meeting Date Requested: 6/8/2026

Public Hearing: Yes  Date: [Click here to enter a date.](#)

Subject: An Ordinance authorizing the City Manager to enter into an Agreement with the Junior College of Metropolitan Kansas City, a/k/a Metropolitan Community College, to house animals from the Gladstone Animal Shelter from July 3, 2026 to July 10, 2026. This will allow all animals to be removed to a safe location during Freedom Fest on July 4th and subsequent Animal Shelter renovations the week following.

Background: A large fireworks display is scheduled to take place during the July 4th Gladstone Freedom Fest, and this will have a negative effect on the animals within the Animal Shelter due to the close proximity. Additionally, much work is scheduled to begin on the flooring inside the shelter on July 6th that would have caused a disruption to the housing of animals for approximately five days. The Metropolitan Community College – Maple Woods Veterinary Tech program has graciously agreed to house all the animals in their facility and grant our Animal Control Officers access to the animals for care from July 3, 2026 to July 10, 2026.

Budget Discussion: N/A

Public/Board/Staff Input: Staff recommends approval of the proposed Bill.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor.

Fred Farris  
Chief of Police

CW  
City Attorney

BB  
City Manager

## FACILITY USE AND SERVICE AGREEMENT

This Facility Use Agreement (Agreement) is made by and between the Junior College District of Metropolitan Kansas City, Missouri a/k/a Metropolitan Community College (MCC), a public community college district and political subdivision of the State of Missouri, whose principal office is located at 3200 Broadway, Kansas City, Missouri 64111, and **the City of Gladstone, (Lessee), whose principal office is located at 7010 North Holmes, Gladstone, MO 64118.**

For good and valuable consideration as described herein, the parties hereto agree as follows:

### 1. Use and Condition of Premises and Equipment

**1.1. Use and Condition of Premises.** MCC agrees to grant to Lessee the use of the **Veterinary Technology Building 19 and Barn at MCC-Maple Woods, located at, 2601 NE Barry Road, Kansas City, Missouri 64156-1299** (Premises), **for the express purpose of temporarily housing dogs and cats under the Gladstone Animal Shelter custody** (Event). Lessee shall not use the Premises for any other purpose nor shall it use any other part of the Premises other than as stated hereunder. Lessee accepts the Premises in present condition and agrees to keep and maintain the same in as good a condition as at present, free from debris, danger of fire or any nuisance, to commit no acts of destruction or other acts tending to injure or deface the property, or which may invalidate the insurance or increase the rates thereon, and at the expiration of this Agreement will deliver the same without notice to MCC in as good a condition as when it received, with ordinary wear and tear excepted. MCC shall not permit alcoholic drinks to be sold or provided on the Premises under any circumstance.

**1.2. Use and Condition of Equipment.** MCC agrees to grant to Lessee the use of the equipment as standard to the Premises, and additional equipment that may be mutually agreed upon by the parties as described herein. Lessee understands and agrees that during the term of this Agreement, it shall be solely responsible for all equipment used or present in the Premises. Any equipment or services requested upon arrival may be invoiced after the conclusion of the Event.

**2. Non-Standard Equipment.** MCC agrees to provide to Lessee: N/A

### 3. Term and Termination.

**3.1. Term.** The term of this Agreement shall be **July 3, 2026, through July 10, 2026**, unless terminated earlier in accordance with the terms and conditions set forth herein. The term may be extended upon the mutual written agreement of the parties.

**3.2. Termination.** Each party reserves the right to terminate this Agreement with or without cause upon seven (7) days' written notice to the other party. Each party reserves the right to terminate this Agreement immediately if the other party fails to comply with any of the terms and conditions herein.

**3.3. Schedule.** MCC shall grant Lessee use of the Premises on the dates and times as follows: **beginning at 8:00 a.m. on Friday, July 3, 2026, through 5:00 p.m. on Friday July 10, 2026.**

Such use of Premises excludes all holidays, except for July 4, 2026 (Independence Day), inclement weather closings, closures due to emergencies, or for any reason that use of the Premises is impracticable.

**4. Minors.** Each party acknowledges that if the Event activities involve minors, each party agrees to inform the other party if they have any knowledge of any injuries, or suspected abuse, or neglect of any minor Participant. Lessee will bear responsibility for reporting the same to the appropriate authorities, advise MCC that such a report was made, and provide verification of the same.

**5. Catering Services and Preferred Vendor Clause.** MCC offers on-site catering services through its preferred food vendor, Great Western Dining Service (GWD). As part of this agreement, GWD shall have the first right of refusal to provide catering for any event held on MCC premises. Requester should receive feedback via email from GWD indicating they will not be able to service the event.

Event organizers must first offer GWD the opportunity to cater their event. If GWD declines or is unable to provide the requested services, the organizer may then seek alternative catering options. **All fees for catering services are handled through MCC's catering partner, Great Western Dining (GWD).**

**Requests must be received 15 business days prior to event. Great Western Dining (GWD) Services requires a 72-hour (3-day) notice for changes to requests. Cancellations must be made a minimum of 24 hours (1 business day) in advance of the scheduled event.**

**The organization listed in the MCC Catering Event Form is financially responsible for the guaranteed number and arrangements listed in the catering form, which serves as a contract when finalized. All sales are final and there are no refunds. All external caterers must comply with MCC's facility use guidelines and provide proof of insurance and necessary permits.**

**6. Fees. The fees will be waived.**

**7. Liability Requirements.**

**7.1. Insurance.** Lessee agrees to maintain the following insurance throughout the term of this Agreement: a) workers' compensation and employer's liability for its employees in amounts as required by Missouri law; b) automobile insurance, to include uninsured and underinsured motorists, in the minimum amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and c) general liability in the amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which shall include students, participants, volunteers, property damage, and contractually assumed liability and name MCC as an additional insured listed as follows: **Junior College District of Metropolitan Kansas City, Missouri a/k/a Metropolitan Community College;**

**3200 Broadway, Kansas City, MO 64111.** Upon the execution of this Agreement, Lessee agrees to provide MCC proof of insurance which shall include the stipulations hereunder and state that such coverage will not be cancelled without thirty (30) days written notice. Failure to so provide or maintain any insurance as requested hereunder will not relieve it of any contractual obligation or responsibility herein.

**7.2. INDEMNIFICATION. TO THE EXTENT PERMITTED BY MISSOURI LAW, LESSEE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS MCC, ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, COSTS, JUDGMENTS, OR OTHER FORMS OF LIABILITY, ACTUAL OR CLAIMED, INCLUDING REASONABLE ATTORNEYS' FEES, FOR INJURY OR DAMAGE TO PERSONS OR LOSS OR DAMAGE TO PROPERTY OCCURRING OR ALLEGEDLY OCCURRING IN CONNECTION WITH ANY ACTION, INACTION, OR CONDUCT COMMITTED BY LESSEE OR BY ITS OFFICERS, DIRECTORS, EMPLOYEES, STUDENTS, VOLUNTEERS, AGENTS, OR REPRESENTATIVES DURING THE TERM OF THIS AGREEMENT.**

**7.3. No Waiver.** The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to MCC under applicable Missouri governmental immunities law.

**8. Order of Precedence.** In the event of a conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of any exhibit, invoice, purchase order, website or other document attached hereto or incorporated herein by reference, the terms and conditions of this Agreement shall govern.

**9. Notices.** All communications relating to this Agreement shall be in writing and may be (i) hand delivered, (ii) sent by overnight courier, (iii) shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested, or (iv) upon confirmation of receipt when sent by electronic mail to the parties at the addresses written below.

**Notices to MCC shall be sent to:**

Attn: Auxiliary and Contract Services  
Metropolitan Community College  
3200 Broadway  
Kansas City, MO 64111  
Email address for notices: [Auxiliary.Services@mccckc.edu](mailto:Auxiliary.Services@mccckc.edu)

**Notices sent to Lessee shall be sent to:**

Attn: Fred Farris, Chief of Police  
City of Gladstone  
7010 North Holmes  
Gladstone, MO 64118  
Phone: 816-436-3550  
Email address for notices: [fredf@gladstone.mo.us](mailto:fredf@gladstone.mo.us)

**10. No Solicitation.** MCC does not permit on MCC's Premises the solicitation of products and/or services. Lessee acknowledges and agrees that solicitation is prohibited and warrants that Lessee shall not do any Solicitation.

**11. Compliance with Law.** Lessee will comply with all statutes, rules, regulations, and codes of the governmental agencies having jurisdiction over the property, project, and/or the Services; in addition, Lessee represents and warrants it will comply with all applicable local, state, and federal laws, rules, regulations, directives, and orders pertaining to the operations and activities undertaken by Lessee, including but not limited to those pertaining to public health, safety, and welfare.

**12. Non-Discrimination.** Lessee agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, gender identity, disability, national origin, veteran status or any other status protected by applicable law. **Lessee shall also abide by the requirements of 41 CFR § 60-300.5(a), and 41 CFR § 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.**

**13. Anti-Discrimination Against Israel.** In accordance with Missouri Revised Statute Section 34.600, titled the "Anti-Discrimination Against Israel Act," each party certifies it is not currently actively or indirectly engaged in and shall not, for the duration of this agreement, actively or indirectly engage in a boycott of goods or services from the State of Israel and shall otherwise comply with the provisions of R.S.Mo. § 34.600.

**14. No Debarment.** Lessee represents that it is not debarred or suspended from doing business with the federal government and/or any state government and shall notify MCC if it becomes debarred or suspended during the Term of this Agreement.

**15. Powers and Authority.** Neither party may sign any document, perform any act, or make any commitment nor undertaking on behalf of the other party without such other party's express written consent.

**16. No Agency.** Nothing in this Agreement shall create an agency, partnership, or joint venture between MCC and Lessee.

**17. Tobacco-Free Policy.** Lessee agrees to strictly abide by MCC's tobacco-free policy, meaning all types of smoking and smokeless tobacco products are prohibited. At all times, MCC shall have the right to enforce such policy pursuant to the terms of this Agreement and under law.

**18. Governing Law.** This Agreement is governed by and constructed in accordance with the substantive laws of the State of Missouri, without regard to choice of law principals. The forum for all disputes, claims, causes, and actions arising under this Agreement shall be Kansas City, Jackson County, Missouri.

**19. Severability.** If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

**20. Waiver.** Failure of either party to insist upon strict performance of the terms of this Agreement shall not be construed as a waiver of such party's rights to later enforce any provision thereof.

**21. Remedies.** All rights and remedies of the parties, in law or equity, are cumulative and may be exercised concurrently or separately. The exercise of one remedy will not be an election of that remedy to the exclusion of other remedies.

**22. Successors and Assignments.** This Agreement shall not be assigned by either party without the prior written consent of the other party and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

**23. Force Majeure.**

(a) If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under this Agreement (the "Nonperforming Party") will be excused from performing those obligations, on condition that: (1) the Nonperforming Party used reasonable efforts to perform its obligations; (2) the Nonperforming Party's inability to perform its obligations is not due to its failure to take reasonable measures to protect itself against the event or circumstances giving rise to the Force Majeure Event, and (3) the Nonperforming Party complies with its obligations under Subsection (c).

(b) "Force Majeure Event" means, with respect to a party, any event or circumstance, regardless of whether it was foreseeable, that was not caused by that party and that prevents a party from complying with any of its obligations under this Agreement, except that a Force Majeure Event will not include the Covid-19 Pandemic of 2020.

(c) Upon occurrence of a Force Majeure Event, the Nonperforming Party shall promptly notify the other party of occurrence of the Force Majeure Event, its effect on performance, and how long that party expects it to last. Thereafter the Nonperforming Party shall update that information as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this Agreement.

**24. Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all offers, negotiations, discussions, and other agreements that occurred prior to the date of the execution of this written Agreement. Any amendments to this Agreement must be in writing and executed by both parties.

**25. Execution.** This Agreement may be executed in counterparts, which together constitute one and the same Agreement. If a party sends a signed copy of this Agreement via digital transmission, such party will, upon request by the other party, provide an originally signed copy of this Agreement. No member or officer of MCC incurs personal liability by the execution or default of this Agreement. All such liability is released by Lessee as a condition of and consideration of the execution of this Agreement.

The parties have caused this Agreement to be executed by their authorized representatives on the day and year written below.

**Junior College District of Metropolitan  
Kansas City, Missouri**

**City of Gladstone**

Signature: *Timothy Jones*

Signature: \_\_\_\_\_

Name: Timothy Jones

Name: Fred Farris

Title: Executive Director Procurement CS

Title: Chief of Police

Date: 05/21/2026

Date: \_\_\_\_\_

**Metropolitan Community College  
Addendum To  
Facility Use Agreement**

This Addendum (Addendum) is hereby made a part of and incorporated into the Facility Use Agreement (Agreement) by and between the Junior College District of Metropolitan Kansas City, Missouri a/k/a Metropolitan Community College (MCC), and the City of Gladstone, Missouri (Lessee) made effective **July 3, 2026**. To the extent any term of this Addendum is inconsistent or conflicts with any term of the Agreement such Addendum term shall govern. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. All other provisions of the Agreement not referenced herein shall remain in full force and effect.

**1.1 (a). Permitted Use.** Lessee may use the Premises solely for:

- Temporary housing of dogs and cats under Lessee's custody
- Basic feeding, cleaning, and routine care
- Administration of medications prescribed by licensed veterinarians

No surgical procedures or invasive veterinary procedures shall be performed on Premises unless separately authorized in writing.

Lessee shall comply with all applicable federal, state, and local laws, including animal welfare and biosecurity regulations.

**1.2 (a). Supervision, Staffing, and Cleaning.** Lessee shall:

- Provide adequately trained staff and/or approved volunteers at all times
- Ensure at least one responsible supervisor is present during all periods of occupancy
- Maintain control and supervision of all animals housed on the Premises

MCC personnel are not responsible for animal care unless separately agreed in writing.

Lessee shall also:

- Maintain Premises in a clean and sanitary condition
- Follow all sanitation protocols provided by MCC
- Remove all animals, waste, supplies, and equipment upon expiration of the Term
- Restore the Premises to their original condition, reasonable wear and tear excepted

MCC reserves the right to inspect the Premises during and after the Term.

**7.4. Lessee Liability.** Lessee assumes full responsibility for all animals housed at the Facilities. Lessee shall be responsible for any damage to MCC property caused by Lessee personnel, volunteers, or animals. Nothing in this section shall be construed as a waiver of the City of Gladstone's sovereign immunity.

**7.5. Emergency Procedures.** Lessee shall comply with all posted emergency procedures and building policies. In the event of:

- Animal escape
- Injury to any person
- Property damage
- Biohazard incident

Shelter shall immediately notify designated MCC personnel.

The parties have caused this Addendum to be executed by their authorized representatives on the day and year written below.

**Junior College District of Metropolitan  
Kansas City, Missouri**

**City of Gladstone, Missouri**

By: Timothy Jones

By: \_\_\_\_\_

Name: Timothy Jones

Name: Fred Farris

Title: Executive Director Procurement CS

Title: Chief of Police

Date: 05/21/2026

Date: \_\_\_\_\_

**Metropolitan Community College  
Addendum To  
Facility Use Agreement**

This Addendum (Addendum) is hereby made a part of and incorporated into the Facility Use Agreement (Agreement) by and between the Junior College District of Metropolitan Kansas City, Missouri a/k/a Metropolitan Community College (MCC), and the City of Gladstone, Missouri (Lessee) made effective May 26, 2026. To the extent any term of this Addendum is inconsistent or conflicts with any term of the Agreement, this superseding Addendum shall govern. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. All other provisions of the Agreement not referenced herein shall remain unchanged and in full force and effect.

**1.1 (a). Permitted Use.** Lessee may use the Premises solely for:

- Temporary housing of dogs and cats under Lessee's custody; and
- Basic feeding, cleaning, and routine care; and
- Administration of medications prescribed by licensed veterinarians.

No surgical procedures or invasive veterinary procedures shall be performed on Premises unless separately authorized in writing. Lessee shall comply with all applicable federal, state, and local laws, including animal welfare and biosecurity regulations.

**1.2 (a). Supervision, Staffing, and Cleaning.** Lessee shall:

- Provide adequately trained staff and/or approved volunteers at all times; and
- Ensure at least one responsible supervisor is present during all periods of occupancy; and
- Maintain control and supervision of all animals housed on the Premises; and
- Maintain Premises in a clean and sanitary condition; and
- Follow all sanitation protocols provided by MCC; and
- Remove all animals, waste, supplies, and equipment upon expiration of the Term; and
- Restore the Premises to their original condition, reasonable wear and tear excepted.

MCC personnel are not responsible for animal care unless separately agreed in writing. MCC reserves the right to inspect the Premises during and after the Term.

**7.4. Lessee Liability.** Lessee assumes full responsibility for all animals housed at the Facilities. Lessee shall be responsible for any damage to MCC property caused by Lessee personnel, volunteers, or animals. Notwithstanding any provision of the Agreement to the contrary, nothing in the Agreement shall constitute or be construed or deemed to constitute a waiver of the City's sovereign immunity. No provisions of the Agreement shall be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to Lessee under applicable Missouri governmental immunities law.

**7.5. Emergency Procedures.** Lessee shall comply with all posted emergency procedures and building policies. In the event of:

- Animal escape; or
- Injury to any person; or
- Property damage; or
- Biohazard incident.

Lessee shall immediately notify designated MCC personnel in the event of any of the above listed events.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by themselves or their authorized representatives.

**Junior College District of Metropolitan  
Kansas City, Missouri**

**City of Gladstone, Missouri**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Timothy Jones

Name: Robert Baer

Title: Executive Director of Procurement CS

Title: City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_