



Board of Aldermen Request for Action

MEETING DATE: 4/21/2026

DEPARTMENT: Police Department

AGENDA ITEM: Resolution 1577, MOU with Friends of Megan's Paws and Claws

REQUESTED BOARD ACTION

Motion to approve Resolution 1577, authorizing the Mayor to sign a Memorandum of Understanding with Friends of Megan's Paws and Claws formalizing the existing relationship between the parties which supports the operations of the Smithville Municipal Dog Pound.

SUMMARY

This past fall, the City was approached by the Board of Friends of Megan's Paws and Claws (FOMPC) to enter into a Memorandum of Understanding (MOU) to formalize the existing relationship between the parties.

In accordance with the MOU and the prior existing relationship with the FOMPC, the City will continue to maintain and operate the Smithville Municipal Dog Pound and collaborate with the FOMPC in the same manner as before the formalization of this relationship.

In accordance with the MOU and the prior existing relationship with the FOMPC, Friends of Megan's Paws and Claws will continue its operation as a 501(c)(3) nonprofit, use funds raised on behalf of the pound only for activities, projects, or needs approved by the City, and collaborate with the City in the same manner as before the formalization of this relationship.

Additionally, the MOU contemplates that the City will continue to allow the FOMPC to place its Pet Pantry in the parking lot behind City Hall for an annual fee of \$1.00.

PREVIOUS ACTION

N/A

POLICY OBJECTIVE

Formalizing an existing relationship.

FINANCIAL CONSIDERATIONS

N/A

ATTACHMENTS

- | | |
|--|-----------------------------------|
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: Agreement | |

RESOLUTION 1577

AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF UNDERSTANDING WITH FRIENDS OF MEGAN’S PAWS AND CLAWS FORMALIZING THE EXISTING RELATIONSHIP BETWEEN THE PARTIES WHICH SUPPORTS THE OPERATIONS OF THE SMITHVILLE MUNICIPAL DOG POUND

WHEREAS, the City of Smithville operates a municipal dog pound known as Megan’s Paws and Claws; and

WHEREAS, the Friends of Megan’s Paws and Claws is a local not for profit organization that has support the municipal pound for many years; and

WHEREAS, it is in the best interest of the City to enter into a written agreement with the Friends of Megan’s Paws and Claws that delineates each party’s responsibilities; and

WHEREAS, the attached Memorandum of Understanding between Smithville and the Friends of Megan’s Paws and Claws addresses all of the responsibilities and concerns for each organization involved.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMAN OF THE CITY OF SMITHVILLE, MISSOURI:

That the Memorandum of Understanding, in substantially the form attached hereto as Exhibit A and incorporated into this resolution as if fully set forth herein, with Friends of Megan’s Paws and Claws is hereby approved and Mayor is hereby authorized and directed to execute the same on behalf of the City.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 21st day of April 2026.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

MEMORANDUM OF UNDERSTANDING FOR SUPPORT OF CITY OF SMITHVILLE MUNICIPAL DOG POUND

1. PARTIES:

- This Memorandum of Understanding ("MOU") is entered into this 21st day of April, 2026, by and between the **City of Smithville, Missouri**, a municipal corporation (the "City"), and **Friends of Megan's Paws and Claws**, a Missouri nonprofit corporation in good standing (the "Organization"). The City and the Organization may be referred to individually as a "Party" or collectively as the "Parties."

2. PURPOSE:

- The purpose of this MOU is to formalize the existing relationship between the City and the Organization, which supports the operations, welfare, and enhancement of the Smithville Municipal Dog Pound ("Pound").

3. ROLES AND RESPONSIBILITIES:

A. City's Responsibilities

The City agrees to:

- Maintain and operate the Pound in accordance with all applicable federal, state, and local laws and ordinances.
- Provide staffing and basic services for the care and housing of impounded animals.
- Notify the Organization of specific needs or improvement opportunities where charitable support may be appropriate.
- Allow the Organization to publicly acknowledge its support of the Pound, subject to reasonable restrictions concerning signage or promotional materials.

B. Organization's Responsibilities

The Organization agrees to:

- Operate as a 501(c)(3) nonprofit and maintain its registration and good standing with the Missouri Secretary of State and the IRS.
- Use funds raised on behalf of the Pound only for activities, projects, or needs approved by the City.
- Consult with the City prior to initiating any fundraising efforts that reference the Pound or its operations.
- Refrain from representing itself as an agent of the City or making any commitments on behalf of the City.
- Not use the City's name, logo, seal, or other insignia in promotional materials, fundraising efforts, or public statements without prior written approval from the City Administrator or their designee.

4. DONATIONS AND EXPENDITURES:

- The Organization may raise funds for the benefit of the Pound and may accept donations of money, supplies, or services.
- All expenditures intended to support the Pound—such as payments for veterinary care, equipment, or capital improvements—must be coordinated with and approved by the Pound Supervisor or designated City representative.
- Ownership of any physical items purchased for the Pound with donated funds shall be deemed to vest in the City unless otherwise agreed in writing.
- The Organization may not remove, foster, or authorize medical treatment for any impounded animal without prior written consent from the Pound Supervisor or designee. All animals at the Pound remain in the legal custody of the City.

5. INSURANCE AND LIABILITY:

- The Organization agrees to maintain general liability insurance with coverage limits acceptable to the City for any public events or activities held on City property.
- The Organization shall name the City as an additional insured for such events.

- The Organization shall indemnify and hold harmless the City, its officers, employees, and agents from any claims, liabilities, or damages arising from the Organization's activities under this MOU, except to the extent caused by the City's own negligence.

6. REPORTING AND COMMUNICATION:

- The Organization shall provide the City with an annual report summarizing its fundraising activities related to the pound expenditures for Pound-related projects, and current financial condition regarding Pound-related projects.
- The City will designate a liaison to coordinate communication with the Organization. Regular meetings may be scheduled at the request of either Party.

7. CONFIDENTIALITY AND DATA USE:

- The Organization shall not have access to confidential or restricted City records, including law enforcement files or personnel records, without written authorization.
- Any information shared by the City with the Organization shall be used only for the purposes of this MOU and may not be disclosed to third parties without the City's written consent.

8. COMPLIANCE WITH LAWS:

- This MOU shall be governed by and interpreted, construed, and enforced in accordance with the laws of the State of Missouri.
- The Parties agree to comply with all applicable federal, state, and local laws, including those related to animal welfare, nonprofit fundraising, financial reporting, and municipal operations.

9. DISPUTES:

- Any disputes arising under this MOU will first be attempted to be resolved by the Parties themselves in good faith. In the event a good-faith attempt by the Parties

does not result in a resolution, the dispute will be submitted to arbitration at a location in Smithville, Missouri, to be administered by the American Arbitration Association in accordance with its rules and regulations.

10. TERM AND TERMINATION:

- This MOU shall become effective upon the date of final signature and shall remain in effect until terminated.
- Either Party may terminate this MOU with thirty (30) days' written notice to the other Party.
- Upon termination, the Organization agrees to consult with the City regarding the use or transfer of any funds or property raised specifically for the benefit of the Pound and develop a plan to either use the funds raised specifically for the Pound for the benefit of the Pound or transfer such funds to the City.

11. PET PANTRY:

- The City agrees to allow the Organization to place its Pet Pantry in the parking lot behind City Hall, located at 107 W Main St., Smithville, Missouri 64089, for an annual fee of \$1.00.
- This arrangement for placement of the Pet Pantry behind City Hall may be reevaluated by the Parties at any time.

12. AUTHORITY TO ENTER MOU:

- Each Party represents that the individual signing this MOU on its behalf has been duly authorized to enter into this MOU and bind their respective organization.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the dates shown below.

Friends of Megan's Paws and Claws:	City of Smithville, Missouri:
_____/s/ _____	_____/s/ _____
By: _____	By: <u>Damien Boley</u> _____
Title: _____	Title: <u>Mayor</u> _____
Dated: _____	Dated: <u>April 21, 2026</u> _____