

AGREEMENT

THIS CONTRACT, entered into this 2nd day of April, 2003,
BY AND BETWEEN

THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS,
herein after referred to as the "County"

AND

THE CITY OF WICHITA,
herein after referred to as the "City"

WHEREAS, the County and the City desire to contract with respect to animal shelter services;
NOW, THEREFORE, this Agreement is entered into for that purpose.

SECTION 1. The City shall provide animal shelter services to the County at the Wichita Animal Shelter, 3303 N. Hillside, Wichita, Kansas for a fee of \$25.00 per animal accepted. The city will bill the County for all animals accepted, payment to be due and payable upon receipt.

SECTION 2. County officers shall fill out an admitting ticket for each animal accepted from County staff at the shelter by the City.

SECTION 3. The County shall hold the City harmless for tortious acts or omissions by the County, its employees, and agents. The City shall follow the requirements of K.S.A. 47-1701 et seq., as amended, for operating a pound and shall hold the County harmless for any violation thereof or negligent acts or omissions by the City after the City has accepted custody of the animal presented to the Wichita Animal Shelter.

SECTION 4. All animals which are injured or sick must be taken to a veterinarian for treatment at the County's expense prior to delivery of the animal to the shelter by County staff.

Animals which are brought to the shelter by residents of areas receiving animal control services from the County, and that are in need of veterinary care, must be taken to a veterinarian for treatment at the County's expense by County staff.

SECTION 5. All animals accepted by the City from County staff or residents of areas receiving animal control services from the County shall be housed, fed, watered and exercised during the confinement period. A veterinarian shall be available for consultation and treatment purposes. Animals not redeemed by their owners shall be subject to the adoption policies of the City. Animals not adopted or redeemed shall be euthanized and disposed of through incineration or burial.

SECTION 6. The City may accept stray animals or unwanted pets brought to the shelter by residents of areas receiving animal control services from the County and such animals, when accepted, shall be counted the same as County delivered animals for all purposes under this contract.

SECTION 7. Animals accepted from County staff, residents of areas receiving animal control services from the County, which are involved in possible rabies exposures to humans or other animals and are confined at the shelter for observation purposes shall be counted the same as a County delivered animal for all purposes under this contract. The City shall prepare and deliver rabies suspect specimens to the Kansas State University Diagnostic Center, as City staff deem necessary, for rabies diagnostic testing. The County shall pay the City an additional amount equal to the cost of the testing for each such specimen submitted.

SECTION 8. Residents of areas receiving animal control services from the County who

redeem animals at the Wichita Animal Shelter shall be required to pay the current shelter service fee to the City, in addition to a \$ 25.00 redemption fee for the benefit of the County. Residents of areas receiving animal control services from the County redeeming unvaccinated or unlicensed animals, or adopting animals from the shelter, shall be required to purchase County license vouchers and Wichita Animal Shelter rabies vaccination vouchers at the standard fees then in force. County redemption fees and County license voucher fees collected by the City shall be remitted to the County on a monthly basis.

SECTION 9. The City will dispose of dead dogs, cats, similarly sized domestic animals, and wildlife delivered to the shelter by the County at no charge.

SECTION 10. No livestock or large domestic animal in excess of one hundred and fifty pounds will be accepted by the City at the shelter. Other animals may be accepted by the City at the discretion of the Wichita Animal Shelter staff.

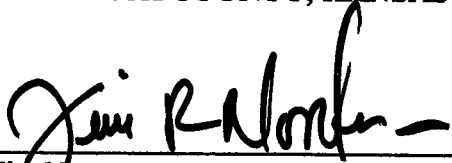
SECTION 11. In the event that the shelter, in the judgment of the Wichita Animal Control Supervisor or Wichita Animal Shelter Supervisor, reaches maximum capacity, the City reserves the right to refuse to accept animals from the County. The City further reserves the right to refuse to accept animals from County staff or residents of areas receiving animal control services from the County when such animals will be required to be held for periods of time exceeding ten days.

SECTION 12. The City will accept animals at the shelter during staffed hours. County Officers shall have access to the shelter for services provided under this contract at all other hours.

SECTION 13. This agreement may be terminated by either party upon thirty days written notice to the other party, or immediately upon breach of any contract terms.

IN WITNESS THEREOF, the parties hereto have executed this agreement the day and year first above written.

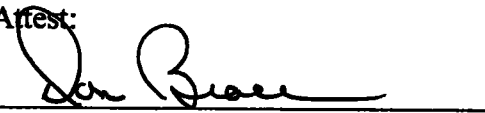
**BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS**


By 
Tim Norton
Chairman
Board of County Commissioners

**CITY OF WICHITA, KANSAS,
AT THE DIRECTION OF THE
CITY COUNCIL**


By 
Chris Cherches
City Manager

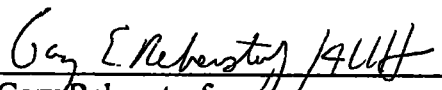


Attest:

Don Brace
County Clerk


Pat Graves
City Clerk

APPROVED AS TO FORM:


~~Robert Parnaeott~~ Aaron Blase
Assistant County Counselor


Gary Rebenstorf
City Attorney

