

**MUTUAL AID SERVICES AGREEMENT
FOR ANIMAL CONTROL**

**by and between:
THE CITY OF Derby, KANSAS,
and
SEDGWICK COUNTY, KANSAS**

THIS AGREEMENT is entered into this _____ day of _____, 2016, by and between the City of Derby, Kansas, hereinafter referred to as "City", and Sedgwick County, Kansas, through the Board of County Commissioners of Sedgwick County, hereinafter referred to as "County".

WITNESSTH:

WHEREAS, the City and County are desirous of providing the best possible animal control services for the citizens of the City and its environs; and

WHEREAS, the City and County have agreed to provide mutual aid to one another, as detailed within this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants recited herein, the parties do agree as follows:

1. The City and County agree to provide mutual aid to each other in the event of an emergency situation involving an animal or animals. For purposes of this Agreement, the "requesting party" shall be the party who requests assistance, and the "responding party" shall be the party who provides assistance. During an emergency situation, the responding party will provide assistance to the requesting party at no charge to the requesting party. An emergency situation is defined as one that exhausts the requesting party's resources.
2. The response areas shall be as follows:
 - A. When the City is the requesting party, the response area shall include the city limits for the City.
 - B. When the County is the requesting party, the response area shall include the unincorporated area of Sedgwick County.
3. Either party to this Agreement shall have the right to terminate this Agreement upon notice to the other as set forth hereinafter. Written notice of termination issued on lawful authority of the terminating party shall be given in writing not less than 30 days prior to the effective date of termination. Notice shall be sent to:

COUNTY: Sedgwick County Division of Health

Attn: Director
1900 E. 9th Street North
Wichita, KS 67214

and

County Counselor's Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite #359
Wichita, KS 67203

CITY:

City of Derby
Attn: City Manager
611 N Mulberry RD STE 300
Derby KS 67037

and

Derby Police Department
Attn: LT Brandon Russell/Technical Services Commander
229 N. Baltimore
Derby KS 67037

4. To the fullest extent of the law, the requesting party shall defend, indemnify and hold harmless the responding party and its elected and appointed officials, officers, managers, members, employees and agents, from any and all claims brought by any third-party person or entity whatsoever, arising from any act, error, or omission of the requesting party in connection with requesting party's performance of this Agreement. The requesting party shall defend, indemnify and hold harmless the responding party and its elected and appointed officials, officers, managers, members, employees and agents, with respect to any third-party claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the requesting party, its subcontractors, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs, and reasonable attorney's fees.
5. This Agreement contains the entire agreement between the parties relating to the subject matter hereto. No amendment, waiver or modification of this Agreement shall be effective unless reduced to writing and signed by the authorized officers of each of the parties hereto.
6. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

7. This Agreement shall become effective upon signature of approval of both parties and shall continue in force and effect until terminated by either party as provided in Paragraph 3 of this Agreement. This Agreement shall also terminate any prior agreement(s) between the parties pertaining to animal control services.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date herein written.

CITY OF DERBY, KANSAS



Randy White, Mayor

10-17-2016
Date

ATTEST:



Karen Friend, City Clerk

APPROVED AS TO FORM:



Jacqueline R. Butler, City Attorney

SEDGWICK COUNTY, KANSAS

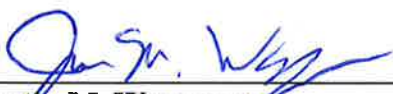
**James M. Howell, Chairman
Commissioner, Fifth District**

Date

ATTEST:

Kelly B. Arnold, County Clerk

APPROVED AS TO FORM:



**Justin M. Waggoner,
Assistant County Counselor**