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COOPERATIVE AGREEMENT FOR ANIMAL SHELTER SERVICES

APR 12 2010

This is an Agreement between Wayside Waifs, Inc. hereinafter referred to as "The Shelter" by and through its President and Jackson County, Missouri, a constitutional home rule charter county of the first class of the state of Missouri, hereinafter referred to as "The County," by and through its County Executive.

Whereas, the Shelter desires both to provide animal shelter space for small domestic animals and to properly dispose of dead animals for the County and the County desires to use this service; and

Whereas, this Agreement sets forth the mutual responsibilities and obligations of the parties for provision and payment of the services described above; NOW THEREFORE,

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The term of this Agreement shall be for one year commencing on January 1, 2010 and may be renewed on an annual basis thereafter for up to three years after and not to exceed a 5% increase for each term.
2. The President of the Shelter or such officer at the time performing duties equivalent to that of the President of the Shelter, shall be the Administrative Officer for the Shelter respecting this Agreement, and any approvals or other decisions necessary under this Agreement will be made by the President. The Director of Public Works of Jackson County, or such officer at the time performing duties equivalent to that of Director of Public Works, shall be the Administrative Officer for the county respecting this Agreement and any approvals or other decisions necessary under this Agreement.
3. The Administrative Officers shall meet at least 90 days prior to the anniversary date of this agreement to determine the adequacy of cost for services. The Administrative Officers, upon mutual agreement, may increase the costs to assure agreement adequacy, however, no increase shall exceed 5% in any one year without the Jackson County Legislature approval.
4. The Shelter agrees to provide shelter space for small animals picked up by the animal control agency of the County for a cost of \$100 per animal for the 5 day holding period required by the state of Missouri. These dogs and cats will be disposed of pursuant to the County's ordinances. All adoption fees, boarding fees and other applicable fees collected at the Shelter shall be retained by the Shelter.
5. Staff of the Shelter shall provide care to these small animals.
6. The Shelter shall receive live animals from the County during normal business hours.

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7. Administrative staff of the Shelter shall keep records, process redemptions and adoptions, and handle all paperwork for each small animal.
8. The enforcement agency of the County shall be responsible for notifying residents of said County of where their animals will be taken. Residents of the County will be able to redeem their animal, or adopt an animal from the shelter during normal business hours. Any applicable redemption fines or fee will be collected by the Shelter before an animal is released to its owner by staff of the Shelter. Proper paperwork from the Shelter will be required before such release is granted. If proof is not sufficient, staff of the Shelter shall refuse such redemption until adequate proof is produced, or until requested by an agent for the County.
9. The Shelter will receive dead animals during business hours from the County at a cost of \$15 per dog or cat, and small wild animals such as squirrels and opossums.
10. The shelter will bill the County monthly for live and dead animals delivered to the Shelter. The County will ensure that payment is received by the Shelter within thirty (30) days after the bill is mailed.
11. This Agreement may be terminated by any of the parties upon thirty (30) days written notice. Payment shall be made under the terms of this Agreement for any services already provided, rendered or committed as of the date of such termination.
12. No party to this Agreement shall assume any liability for the acts of any other party to this contract, its officers or employees.
13. All correspondence and communication regarding this Agreement shall be directed as follows, unless either party notifies the other in writing of a new contact person:

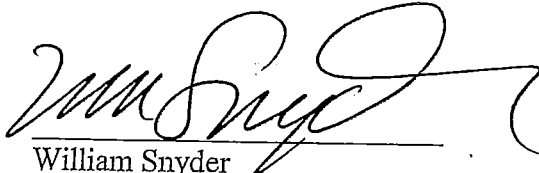
To The Shelter: Courtney Thomas, Director of Operations
Wayside Waifs, Inc.
3901 Martha Truman Rd.
Kansas City, MO 64137

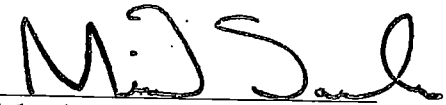
To The County: Ron Hilliard, Administrator
Jackson County Environmental Health Division
Jackson County Courthouse Annex
308 W. Kansas, Box 100-C
Independence, MO 64050

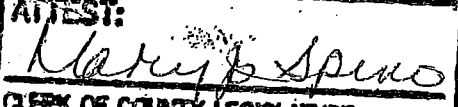
IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement of the date first above written.

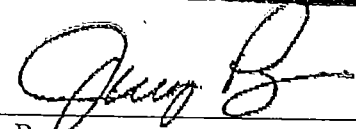
APPROVED AS TO FORM:

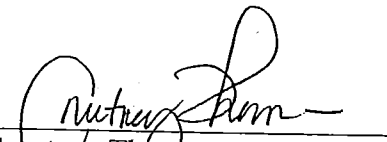
JACKSON COUNTY, MISSOURI

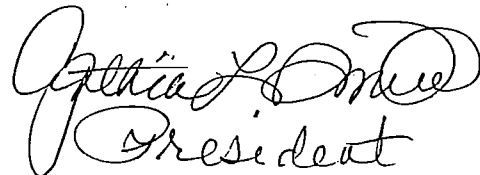

William Snyder
Acting County Counselor

BY 
Michael D. Sanders
County Executive

ATTEST:

CLERK OF COUNTY LEGISLATURE


Jerry Page
Public Works Director

BY 
Courtney Thomas
Wayside Waifs, Inc.


President

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$ 18,750.⁰⁰ which is hereby authorized.

April 16, 2010
Date

[Signature]
Director of Finance and Purchasing
Acct. # 002-1503-56790
1503 2010003

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$ 2000.⁰⁰ is hereby authorized.

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11/17/2010
Date [Signature]
Manager, Division of Finance

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