

**GOVERNMENT SERVICES AGREEMENT
FOR ANIMAL CONTROL SERVICE AND ENFORCEMENT
as codified in
CHAPTER 5 OF THE SEDGWICK COUNTY CODE;
by and between:
THE CITY OF ANDALE KANSAS,
and
SEDGWICK COUNTY, KANSAS**

THIS AGREEMENT is entered into this 26th day of September, 2016, by and between the City of Andale, 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, pursuant to Chapter 5 of the Sedgwick County Code, County provides animal control services and enforcement that is effective within all of the unincorporated areas of Sedgwick County, Kansas, and any cities whose governing bodies have agreed to contract with the County for such services; and

WHEREAS, City and County are authorized to enter into an agreement for such services pursuant to K.S.A. 12-2908, and such agreement shall not be regarded as an interlocal agreement under the provisions of K.S.A. 12-2901, *et seq.*

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

1. The County shall provide animal control services and enforcement within the city limits of City, pursuant to Chapter 5 of the Sedgwick County Code, as amended.
2. All expenses necessary to the operation of said animal control services and enforcement shall be paid and provided for by the County, except any fees the City explicitly agrees to pay within Paragraph 9 of this Agreement.
3. The City and County shall each designate a liaison as the point of contact under this Agreement.
4. The County shall retain all monies received for licenses, permits, or other related fees required by the Sedgwick County Code.
5. By entering into this Agreement, the governing body of the City has consented to the County exercising local legislation and administration, including but not limited to the enforcement of Chapter 5 of the Sedgwick County Code, as amended, within the corporate limits of the City, such that this Agreement does not infringe upon the City's home rule powers, pursuant to K.S.A. 19-101a(4).

6. The City's governing body is required to take formal action to adopt and incorporate Chapter 5 of the Sedgwick County Code, as amended, within the City's corporate boundaries. Prior to entering into this Agreement, the City was also required to repeal any of its ordinances or other measures pertaining to animals that are not included within Chapter 5 of the Sedgwick County Code. If, after this Agreement has been entered into, the City were to adopt any ordinance or other measure pertaining to animals that is not included within Chapter 5 of the Sedgwick County Code, this Agreement would be terminated upon such ordinance's or other measure's effective date.
7. The City consents to the County's jurisdiction to prosecute violations of the Sedgwick County Code that occur within the City's corporate boundaries in the Sedgwick County Court, pursuant to Sec. 8-1, et seq., of the Sedgwick County Code. The City shall defer all prosecutorial decisions to the County and any fines collected as a result of said prosecutorial efforts shall be retained by the County and the City shall make no claim or demand for any portion of any fines collected by the County as a result of enforcement activity within the corporate boundaries of the City.
8. 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.
9. The City agrees to pay the following fees:
 - A. Service Fee
The City will pay the County a service fee of \$29.00 per animal for live animals transported (and possibly also contained) by the County within the city limits of the City and transported to the Wichita Animal Shelter or other appropriate facility.
 - B. Impoundment / Boarding Expense
After the County has transported an animal to the Wichita Animal Shelter or other appropriate facility pursuant to sub-paragraph A. of this Paragraph, in the event that the County is charged any impoundment, boarding or other fee by the Wichita Animal Shelter or other appropriate facility, the City shall reimburse the County for the cost of any such fees the County pays to the Wichita Animal Shelter or other appropriate facility for said animal.
 - C. Rabies Testing Expense
Any fees that are incurred by the Wichita Animal Shelter or other appropriate facility and which are passed on to the County as a result of rabies testing on an animal transported by the County pursuant to sub-paragraph A. of this Paragraph shall be paid by the City unless the owner has paid such fees directly to the Wichita Animal Shelter. Such fees will be equal to the amount charged by the Kansas State Diagnostic Center or other diagnostic center as selected by the Wichita Animal Shelter or other appropriate facility that performs the testing of the rabies suspect specimens.

10. County shall bill the City on a monthly basis for all charges arising under this Agreement that are identified within Paragraph 9 of this Agreement. City is to make payment to the County within thirty (30) days of the mailing of the invoice for services.

11. 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: Andale, KS

12. To the fullest extent of the law, the City shall defend, indemnify and hold harmless the County 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 City in connection with City's performance of this Agreement or any other agreements between the City and the County entered into by reason of this Agreement. City shall defend, indemnify and hold harmless County 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 City, 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.

13. The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

14. 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.

15. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

16. This Agreement shall become effective upon signature of approval of both parties and upon compliance of City with the provisions indicated within Paragraph 6 of this Agreement, and shall continue in force and effect until terminated by either party as provided in Paragraph 11 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 ANDALE, KANSAS



Mayor Jeremy Cawood

10-12-16
Date

ATTEST:



Patty Hein, City Clerk

APPROVED AS TO FORM:

Austin Parker, 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**