

**GOVERNMENT SERVICES AGREEMENT
FOR LIMITED ANIMAL CONTROL SERVICES**

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

THIS AGREEMENT is entered into this _____ day of _____, 2016, by and between the City of VIOLA, 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 would like the County to provide certain services to the City for the benefit of citizens of the City and its environs; 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 limited animal control services to the City (hereinafter “Animal Control Services”), which shall be limited in the following:
 - A. County shall only respond to a request for service from a City employee acting (or appearing to act to the County) within the scope of their employment.
 - B. Animal Control Services shall consist of containment and transporting of animals picked up by the County within the city limits of City at the request of the City for transportation to the Wichita Animal Shelter for impoundment.
 - C. Dead animals, (small mammals such as dogs, cats, squirrels etc., fowl, or small reptiles) will be picked up by the County for disposal at no cost, if requested by the City.
2. 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.
3. All expenses necessary to the operation of said Animal Control Services shall be paid and provided for by the County, except any fees the City explicitly agrees to pay within Paragraph 4 of this Agreement.

4. 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.
5. The County shall bill the City on a monthly basis for all charges arising under this Agreement that are identified within Paragraph 4 of this Agreement. City is to make payment to the County within thirty (30) days of the mailing of the invoice for services.
6. In the event the Wichita Animal Shelter refuses to accept any animals from the County, the County may in turn refuse to pick up and/or transport animals from the City. In these circumstances, the County will make reasonable efforts to notify the City.
7. The City and County shall each designate a liaison as the point of contact under this Agreement.
8. 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 Viola
Ginger Simon, City Clerk
P. O. Box 302
Viola, KS 67149

9. 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.
10. 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.
11. 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.
12. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.
13. 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 8 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 VIOLA, KANSAS


Debra Devlin, Mayor

10-26-2016
Date

ATTEST:


Ginger Simon, City Clerk

SEDGWICK COUNTY, KANSAS

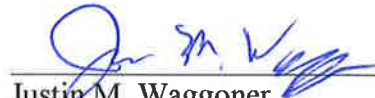
James M. Howell, Chairman
Commissioner, Fifth District

Date

ATTEST:

Kelly B. Arnold, County Clerk

APPROVED AS TO FORM:


Justin M. Waggoner,
Assistant County Counselor