

ANIMAL SHELTER SERVICES AGREEMENT

THIS ANIMAL SHELTER SERVICES AGREEMENT ("Agreement"), entered into this _____ day of _____, 2017, by and between SEDGWICK COUNTY, KANSAS, hereinafter referred to as "SEDGWICK COUNTY" and THE CITY OF WICHITA, KANSAS, hereinafter referred to as "WICHITA".

WITNESSETH:

WHEREAS, this is an agreement for services, as contemplated within K.S.A. 12-2908, and is not an inter-local agreement involving joint or cooperative action, as defined within K.S.A. 12-2901, et seq.; and

WHEREAS, SEDGWICK COUNTY and WICHITA desire to contract with respect to animal shelter services.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. **Scope of Services.** In return for the base price of \$70.00 per animal beginning on January 1, 2018, WICHITA shall provide animal shelter services to SEDGWICK COUNTY at the Wichita Animal Shelter ("Shelter"—the term can also be meant to include Shelter staff and term also encompasses WICHITA, as the Shelter is owned by WICHITA and its employees are WICHITA employees), at 3303 N. Hillside, Wichita, Kansas. The scope of services provided by WICHITA at the Shelter shall include the following:

- a. All animals accepted by WICHITA at the Shelter from SEDGWICK COUNTY staff (for purposes of this Agreement, "SEDGWICK COUNTY staff" shall include all Animal Control Officers for SEDGWICK COUNTY) or recovered or delivered from the unincorporated area of Sedgwick County by someone other than SEDGWICK COUNTY staff shall be housed, fed, and watered during the confinement period in accordance with the requirements of K.S.A. 47-1701 et seq. (the Kansas Pet Animal Act, or "KPAA"), as amended, for operating a pound or shelter.
- b. Animals may be evaluated for transfer to: (1) other licensees under the KPAA; or (2) veterinarians, with Section 7 of this Agreement providing the details for transfer to any veterinarians.
- c. Pursuant to the requirements of K.S.A. 21-6412 and K.S.A. 21-6414, as amended, and any applicable provisions enacted by the Board of County Commissioners of Sedgwick County, animals that come into the Shelter as a result of animal cruelty or dog fighting may be placed for adoption or euthanized.
- d. In accordance with the requirements contained within the KPAA and Chapter 5 of the Sedgwick County Code, if the animal is not redeemed by the owner

or transferred by WICHITA it shall become the property of WICHITA. To the extent any provision(s) within Chapter 5 of the Sedgwick County Code require that an animal be held for a longer period than the KPAA, the County Code provision(s) shall control. In particular, at the time of this Agreement, pursuant to Sec. 5-196(a)(1), when the name and address of the animal's owner is reasonably known to SEDGWICK COUNTY staff, the owner shall have six (6) calendar days to redeem their animal before it is deemed surrendered. In any situations where Sec. 5-196(a)(1), as it may later be amended by SEDGWICK COUNTY, applies, SEDGWICK COUNTY staff is responsible for notifying Shelter staff in writing of the need to retain the animal for the longer period of time. In the event of any changes to the Sedgwick County Code that impact this subsection, SEDGWICK COUNTY is responsible for providing notice in writing to WICHITA.

- e. WICHITA will dispose of dead dogs, cats, similarly sized domestic animals and wildlife delivered to the Shelter by SEDGWICK COUNTY. Shelter staff shall accept such animals and undertake any movement or other services necessary to dispose of such animals.
- f. Animals may, when the owners of such animals have not recovered them and at the discretion of the Shelter staff, be held up to seven (7) days for the base price stated above. If the animal is retained for longer than seven (7) days based upon a written request by SEDGWICK COUNTY or a request of any type by law enforcement or prosecuting agency for an animal SEDGWICK COUNTY is responsible for within Section 3. a. and b. of this Agreement, then each such animal will be subject to an additional \$10.00 for each day the animal is housed in the Shelter. If the animals are held in the Shelter beyond seven (7) days solely based upon the discretion of Shelter staff, then SEDGWICK COUNTY will not responsible for any per day charges.
- g. SEDGWICK COUNTY staff shall fill out an admitting ticket provided by WICHITA for each animal accepted from SEDGWICK COUNTY staff at the Shelter by WICHITA.
- h. For any animals that SEDGWICK COUNTY staff admits to the Shelter, with the exception of the admitting ticket referenced in subsection g., Shelter staff will be responsible for the remainder of the admission process during regular business hours. After regular business hours, SEDGWICK COUNTY staff will place the animal in a triage cage or other enclosure, provide it with water, and submit the admission ticket.
- i. After SEDGWICK COUNTY staff has completed the admission ticket described in subsection g., WICHITA shall be considered to be in possession of the animal and will be responsible for the animal unless and until possession and/or ownership is subsequently transferred to another party. As a result, Shelter staff is responsible for placing the animal in a cage or other

enclosure, providing it with food and water, supervision of the animal, and all care of the animal while it is at the Shelter.

- j. Veterinarian services will be addressed as indicated within Section 7 of this Agreement.

SECTION 2. Additional Fees and Costs. In addition to fees specified in Section 1 above, SEDGWICK COUNTY agrees to pay for each of the following services rendered on behalf of the animals delivered to the Shelter and identified within Section 3. a. and b. of this Agreement:

- a. Rabies quarantine and/or rabies specimen preparation, shipping and testing will be billed at \$100.00 per animal. This will be considered the initial cost and will not be in addition to the initial \$70.00 cost listed in Section 1 above.
- b. The process for veterinarian care is described within Section 7 of this Agreement and pursuant to that section, SEDGWICK COUNTY shall be responsible for veterinary costs related to the animals that are delivered to the Shelter pursuant to Section 3. a. and b. of this Agreement. WICHITA will ensure veterinarian services are provided for animals which require Emergency Veterinary Care, as defined within Section 7 of this Agreement, provided that the cost of such Emergency Veterinary Care will not exceed \$250.00 for any animal without prior approval of a SEDGWICK COUNTY Animal Control Supervisor or designee. The cost WICHITA would charge to SEDGWICK COUNTY for Emergency Veterinary Care (within this entire subsection) would match the invoice received from the veterinarian such that it would operate as a pass-through cost, subject to the applicable caps identified within this subsection. In any situation in which the fees for Emergency Veterinary Care are anticipated to exceed \$250.00, WICHITA, shall contact the SEDGWICK COUNTY Animal Control Supervisor or his/her designee to obtain SEDGWICK COUNTY's approval of the costs incurred with treating the animal. If WICHITA fails to obtain permission from the SEDGWICK COUNTY Animal Control Supervisor or his/her designee for Emergency Veterinary Care that exceeds \$250.00, SEDGWICK COUNTY will only be responsible for the payment of \$250.00. In all instances where WICHITA takes animal to Emergency Veterinary Care, WICHITA will send Emergency Veterinary Care invoice with diagnosis, treatment, and cost to SEDGWICK COUNTY supervisor within ten working days of WICHITA receiving the veterinary care invoice.

SEDGWICK COUNTY shall not be responsible for any additional administrative or services costs, or delivery fees for animals who require veterinary attention. SEDGWICK COUNTY shall instead only be responsible for those costs specifically identified within this Agreement.

SECTION 3. Responsibility for Payment. SEDGWICK COUNTY shall be responsible for paying fees and expenses indicated within Sections 1 and 2 of this Agreement solely for all animals that are:

- a. Delivered to the Shelter by SEDGWICK COUNTY staff; or
- b. Delivered to the Shelter when the animal was recovered or delivered from the unincorporated area of Sedgwick County, with such animals including stray animals or unwanted pets.

SEDGWICK COUNTY shall not be responsible for paying any fees and expenses for animals delivered to the Shelter by someone other than SEDGWICK COUNTY when the animals were recovered or delivered from within the city limits of the City of Wichita, within the city limits of second- and third-class cities within Sedgwick County, or any other location that is not the unincorporated area of Sedgwick County. SEDGWICK COUNTY has existing animal control services contracts with a number of second- and third-class cities within Sedgwick County and any animals SEDGWICK COUNTY delivers to the Shelter in performing services for those cities would be included within Section 3. a.

SECTION 4. Billing. WICHITA will bill SEDGWICK COUNTY for the services specified above on a monthly basis with an itemized invoice. Such invoice shall include a manner in which to identify the animal tied to a given expense, a detailed description of any services provided (including any invoices for Emergency Veterinary Care), and the specific location where the animal was delivered from or recovered. Payment shall be made within thirty (30) days from the date of the invoice. In the event of any dispute between the parties regarding any invoice, the SEDGWICK COUNTY Animal Control Supervisor, or his/her designee, and the WICHITA staff member in charge of the Shelter, or his/her designee, shall confer in a good faith effort to resolve such discrepancies.

SECTION 5. Term. The term of this Agreement shall commence from the above date and continue until either party elects to terminate the Agreement. Each party has the right to terminate this Agreement upon thirty (30) days written notice to the other party.

SECTION 6. Hold Harmless. To the fullest extent of the law, WICHITA shall defend, indemnify and hold harmless SEDGWICK 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 WICHITA in connection with WICHITA's performance of this Agreement or any other agreements between WICHITA and SEDGWICK COUNTY entered into by reason of this Agreement.

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

SECTION 7. **Veterinarian Care.** All injured and sick animals delivered to the Shelter by SEDGWICK COUNTY staff must be taken to a veterinarian for treatment by SEDGWICK COUNTY staff prior to delivery of said animals to the Shelter. Animals which are brought to the Shelter after having been recovered from the unincorporated area of Sedgwick County and that are in need of emergency veterinary care due to contagious or life-threatening conditions that require immediate veterinary attention (herein termed "Emergency Veterinary Care") must be taken to a veterinarian for treatment at SEDGWICK COUNTY expense by WICHITA staff. If the animal's injuries do not require Emergency Veterinary Care, Shelter staff shall contact SEDGWICK COUNTY staff by telephone so that SEDGWICK COUNTY staff can recover the animal and take it to a veterinarian during SEDGWICK COUNTY Animal Control's normal business hours (8:00 A.M. to 5:00 P.M., Monday through Friday) or, in the event that the need for non-emergency veterinary care is discovered outside of SEDGWICK COUNTY Animal Control's normal business hours, SEDGWICK COUNTY could recover the animal during the next business day (Monday through Friday, excluding any holidays observed by SEDGWICK COUNTY).

A non-exclusive listing of contagious or life-threatening conditions includes the following:

- (a) Distemper;
- (b) Mange;
- (c) Parvovirus;
- (d) Puncture wounds with visible bleeding;
- (e) Blunt force trauma;
- (f) Broken limbs; and
- (g) Seizures.

SECTION 8. **Rabies Exposure.** Animals accepted from SEDGWICK COUNTY staff and animals from the unincorporated areas of Sedgwick County which are involved in possible rabies exposure to humans or other animals shall be confined at the shelter for observation purposes and shall be charged to SEDGWICK COUNTY consistent with other terms in this Agreement.

SECTION 9. **Right to Refuse Delivery of Animals.** No livestock or large domestic animal in excess of one hundred fifty (150) pounds will be accepted by WICHITA at the Shelter. WICHITA reserves the right to refuse to accept delivery of any animals which are outside the scope of such animals that are typically housed within the Shelter.

SECTION 10. **Maximum Capacity.** In the event that the Shelter, in the judgment of the Wichita Animal Services Supervisor or his/her designee, reaches maximum capacity, WICHITA reserves the right to refuse to accept animals from SEDGWICK COUNTY.

SECTION 11. **Regular Business Hours and Access.** WICHITA will accept animals at the Shelter during the Shelter's regular business hours (8:00 A.M. to 6:30 P.M.). SEDGWICK COUNTY staff shall have limited access to the Shelter for services provided under this Agreement at all other hours. Differences in the scope of services during regular business hours and all other hours are described within Section 1 of this Agreement

SECTION 12. **Redemption Fees.** Beginning on January 1, 2018, SEDGWICK COUNTY will be responsible for collecting the redemption fees and WICHITA will no longer be required to collect such fees. However, WICHITA will not release any SEDGWICK COUNTY animal without owner presenting paid receipt from SEDGWICK COUNTY.

SECTION 13. **Mutual Aid.** WICHITA and SEDGWICK 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.

SECTION 14. **Cash Basis Law.** The right of SEDGWICK 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 SEDGWICK COUNTY shall at all times stay in conformity with such laws, and as a condition of this Agreement SEDGWICK 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.

SECTION 15. **Entire Agreement and Amendment.** 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.

SECTION 16. **Severability Clause.** In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

CITY OF WICHITA, KANSAS

AT THE DISCRETION OF THE
WICHITA CITY COUNCIL

Robert Layton, City Manager

Date

ATTEST:

KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

JENNIFER L. MAGAÑA, City Attorney

APPROVED THE _____ DAY OF _____, 2017 BY:

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

DAVID M. UNRUH, Chairman

ATTEST:

KELLY B. ARNOLD, County Clerk

APPROVED AS TO FORM:



JUSTIN M. WAGGONER,
Assistant County Counselor