

## **Interlocal Cooperation Agreement for the Operation of the Cowley County Animal Shelter**

This Interlocal Cooperation Agreement hereinafter referred to as the Agreement is made and entered into this 1<sup>st</sup> day of January, 2023 by and between **Cowley County Humane Society, Inc.**, a 501c3 not for profit corporation registered in Kansas hereinafter referred to as “**Society**” the **City of Arkansas City, Kansas**, a municipal corporation organized and existing under the laws of the State of Kansas and hereinafter referred to as “**Arkansas City**”, and the **City of Winfield**, a municipal corporation organized under the laws of the state of Kansas and hereinafter referred to as “**Winfield**”.

### **PURPOSE**

The purpose of this agreement is to provide for the continuity for the use of the Cowley County Humane Society to temporarily house, care and disperse unwanted or stray animals by the cities of Winfield and Arkansas City. The shelter previously constructed under the Interlocal Agreement dated March 20, 2002, will continue to be operated by the Society in a safe, accessible and humane manner consistent with the goals of the Society, the laws and regulations of the State of Kansas and the needs of Arkansas City and Winfield.

**NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE SOCIETY, ARKANSAS CITY, AND WINFIELD AS FOLLOWS:**

### **SECTION ONE**

#### **Cowley County Animal Shelter**

The animal shelter, which was constructed by the Society, will be operated under the lease with Strother Field. A copy of the lease agreement and a description of the property hereinafter referred to as “**Premises**”, is attached to this agreement as “**Exhibit A**”.

### **SECTION TWO**

#### **Ownership Interests**

Each City and the Society shall continue to have equal one-third (1/3) ownership interest in the shelter facility. Should the Society cease to exist for any reason, the Society agrees to donate its ownership interest in the facility to the two cities and each city shall upon such donation hold an equal ownership interest in the facility and leased interest in the premises for the continued operation of the humane shelter.

### **SECTION THREE**

#### **Operation of the Shelter, Operational Funding**

The operation of the shelter is the responsibility of and under the direction of the Society. The Society has retained staff, organized volunteers, and otherwise proceeded to have the facility intake, house and disperse animals in accord with generally recognized standards for such shelters and in accord with federal, state and local regulations. The Society will continue to have necessary procedures and protocols in place to allow use of the shelter by the staff of Arkansas City and Winfield in carrying out their duties for animal control within their respective jurisdictions. Such protocols shall provide for the convenient intake of animals picked up by the city staff and for housing them in conformance with regulations established by city code in the two cities.

The Society will undertake a regular program to educate persons in the county and those adopting animals to reduce the number of animals that are not properly cared for, and the number that are not spayed or neutered, to control the population of stray or unwanted offspring. Winfield will contribute \$35,000 annually and Arkansas City will contribute \$35,000 annually to the operations of the shelter. While the cities will provide for support for the operation of the shelter, it is expected that the Society will receive the majority of its financing from fees, donations and contributed volunteer labor. Should circumstances change that require changes in the formula for operational funding the parties to this agreement shall negotiate a mutually acceptable amendment to the agreement.

Additionally, the Society, Winfield and Arkansas City shall contribute \$2,000 annually for capital improvements. The capital improvements need not be approved by the cities; however, it should be defined as any repair or addition of equipment or fixtures that stay with the building. Payments to the Society shall be made quarterly in advance. Both Arkansas City and Winfield shall appoint one representative to the governing board of the Society. The purpose of such representation shall be to foster good communication between the parties and to provide for appropriate oversight of the cities' investment in the community facility and service.

### **SECTION FOUR**

#### **Annual Reports**

Upon request, the Society shall submit to Arkansas City and Winfield an annual report reviewing activities and performance of the Society and an Income and Expense Report. Such reports shall be filed in the principal offices of Arkansas City and Winfield no later than August 1<sup>st</sup> of the year following the close of the prior calendar year.

## **SECTION FIVE**

### **Term of Agreement, Termination**

This agreement shall operate from and after the date first above written until December 31, 2027. Any of the parties hereto may withdraw from this agreement by giving the other parties written notice. Any party so withdrawing from this agreement shall be obligated to pay its proportionate share as set forth in Section Two and Three for the twelve-month period following the date of notice of withdrawal from this agreement. Upon termination, all assets and liabilities of the Shelter will be identified and a settlement agreement shall be negotiated by all parties for continued operation or closure of the Shelter.

## **SECTION SIX**

### **Approval and Authorization**

The Society, Arkansas City and Winfield warrant and represent by execution of this agreement that this agreement has been approved by their governing bodies and by their legal counsel and that the execution, delivery and performance of this agreement has been authorized by resolution of the Society and by ordinance of the cities and that the agreement constitutes a legal, valid and binding obligation upon the Society, Arkansas City and Winfield in accordance with its terms.

## **SECTION SEVEN**

### **Notices**

Any notice, request, demand or other communication required by this agreement shall be in writing and shall be deemed duly given if personally delivered or mailed by certified or registered mail, return receipt requested, postage prepaid to the following recipients and address:  
Cowley County Human Society  
7648 222<sup>nd</sup> Rd.  
Winfield, KS 67156

City of Arkansas City  
Board of City Commissioners  
P.O. Box 778  
Arkansas City, KS 67005

City of Winfield  
Board of City Commissioners  
P.O. Box 646  
Winfield, KS 67156

## **SECTION EIGHT**

### **Amendments**

This agreement may be amended in any or all respects but only by express, written agreement of the parties thereto authorized by action of the governing bodies of each of the parties in the same manner as the original agreement was approved and in accordance with the requirements of the Kansas Interlocal Cooperation Act.

## **SECTION NINE**

### **Binding Effect**

This agreement shall be binding upon and the benefits inure to the parties hereto and their respective representatives, successors and assigns.

## **SECTION TEN**

### **Applicable Law**

This agreement shall be governed and construed in accordance with the laws of the State of Kansas.

## **SECTION ELEVEN**

### **Venue**

It is agreed by and between the parties that should any legal dispute arise concerning the validity and the effect of this agreement, or any breach of the agreement then the venue for such dispute shall be in the District Court of Cowley County, Kansas.

## **SECTION TWELVE**

### **Severance**

If any section, subsection, paragraph, sentence, clause, phrase of this agreement should be determined to be invalid for any reason whatsoever in a court of competent jurisdiction, such decision shall not affect the remaining provisions of the agreement, which shall remain in full force and effect and to this end the provisions of this agreement are hereby declared to be severable and shall be presumed to have been agreed upon knowing that the part or section declared invalid would be so declared.

## **SECTION THIRTEEN**

### **Effective Date**

This agreement shall take effect and be in force upon its execution by all parties hereto and upon approval by the Attorney General of the State of Kansas and upon filing of the agreement with the Register of Deeds of Cowley County and the Kansas Secretary of State.

CITY OF WINFIELD, KANSAS

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ATTEST

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City Clerk

CITY OF ARKANSAS CITY, KANSAS

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Mayor

ATTEST

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City Clerk

COWLEY COUNTY HUMANE SOCIETY

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President

ATTEST

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Secretary

The foregoing amendment to the Interlocal Cooperation Agreement for the creation and participation in the Cowley County Animal Shelter is hereby approved in accordance with K.S.A. 12-2901 *et. seq* on this \_\_\_\_ day of \_\_\_\_\_, 2022.

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Derek Schmidt, Attorney General  
State of Kansas