

**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 BEL AIRE, KANSAS,  
and  
SEDGWICK COUNTY, KANSAS**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Bel Aire, Kansas, hereinafter referred to as “Bel Aire” or “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**, In 2016, Bel Aire entered into a limited service Animal Control contract with the County. The contract allows the Bel Aire Police Department to call out Sedgwick County Animal Control when dealing with a dangerous dog/animal and for limited assistance on other complex animal issues. Bel Aire now wishes to enter into this Government Services Agreement, in which County will take on nearly all animal services and enforcement within Bel Aire city limits; 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 as related to animal control services and enforcement, 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 this agreement becoming effective, the City is also required is required to repeal any of its ordinances or other measures pertaining to animals that are already covered by Chapter 5 of the Sedgwick County Code. City shall provide Sedgwick County Animal Control with written notice upon repeal of the relevant ordinances. However, City retains the discretion and authority to enact and enforce additional animal regulations as codified within its own ordinances, provided: (1) the City regulation is stricter than the Sedgwick County Code and does not negate jurisdiction or potential enforcement of any similar County regulations; (2) City shall be responsible for animal services, including but not limited to maintenance, care, shelter, and transportation, associated with animals seized or obtained in connection with City ordinances; and (3) City shall be responsible for all enforcement and prosecution of alleged violations of its ordinances. City's failure to abide by the terms of this section shall be grounds for County, in its sole discretion, to automatically terminate this Agreement.
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 related to violations of the Sedgwick County Code 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 County enforcement activity within the corporate boundaries of the City. Notwithstanding the foregoing, City shall retain jurisdiction to prosecute violations of its own ordinances within the corporate boundaries of the City. Any action by City shall be brought forth in City municipal court. City shall retain any fines collected by City as a result of City's prosecution of violations of City

ordinances.

County shall adhere to its commitment to provide respectful and high-quality service to residents of Bel Aire. County is committed to taking an courteous and responsive approach to dealing with the public.

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. Also, in the event a City citizen transports an animal of their own volition to the Wichita Animal Shelter or other appropriate facility and 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.

D. Bel Aire Code Enforcement Expenses

Any fees or expenses incurred by City in furtherance of animal services, enforcement, or prosecution related to violations of City ordinances shall be paid and provided for by City.

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 Health

Department  
Attn: Director  
1900 E. 9<sup>th</sup> 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: **INSERT**

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. Likewise, the County shall mutually defend and hold the City harmless from any and all claims brought by any entity whatsoever arising from any act of error or omission, loss or negligence of the County and its employees or contractors including damage awards, costs, and reasonable attorney's fees, done in connection with County's performance of this Agreement or any other agreements between City and County entered into by reason of this Agreement. Notwithstanding the foregoing, neither party shall hold harmless or indemnify the other beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

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.

SEDGWICK COUNTY, KANSAS

CITY OF BEL AIRE, KANSAS

\_\_\_\_\_  
PETER F. MEITZNER, Chairman  
Commissioner, First District

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
KIRK W. SPONSEL  
Assistant County Counselor

\_\_\_\_\_  
JACQUELINE KELLY  
City Attorney

ATTEST:

ATTEST:

\_\_\_\_\_  
KELLY B. ARNOLD, County Clerk

\_\_\_\_\_  
\_\_\_\_\_, City Clerk