

Contract for Animal Sheltering Services

This contract and Agreement, made this ___ day of ___, 2024, by and between the City of Lansing, KS, hereinafter called “the City,” and Leavenworth County Humane Society, Inc. (LCHS, Inc.) or its successors, executors, administrators, assignees, hereinafter called “the Contractor” (collectively, “The Parties”).

The Parties agree as follows:

I. Contract Documents

The following contract requirements are hereby agreed to by the Parties. Where there is conflict between the requirements of State and City law, and the requirements set forth below, the law shall take precedence and govern.

II. Contractor Work Requirements

It is agreed that the service to be performed under this contract is to provide pet animal sheltering services (as herein defined).

The Contractor agrees that all pet animal sheltering services performed for the City shall be performed in full compliance with applicable Federal and State laws, regulations and guidelines for such services.

All records, reports, and documents relating to this contract shall be maintained by the Contractor for a period of five (5) years following termination of the contract.

The Contractor agrees to provide the following pet animal sheltering services:

1. The Contractor agrees to operate and maintain the shelter facility in accordance with the Kansas Department of Agriculture, Division of Animal Health regulations and the Kansas Pet Animal Act or their successors.

2. The Contractor shall impound pet animals apprehended in the City's jurisdiction by animal control officers or other employees of the City in accordance with laws or regulations of the State of Kansas. Pet animals apprehended by citizens in the City's jurisdiction shall be signed in to the shelter by an employee of the Lansing Police Department.
3. The Contractor shall provide unobstructed access to impound areas to appropriate City employees through a controlled entry system. Designated employees of the City shall maintain control of their access and not share with any other persons without the express written permission of the Contractor.
4. The Contractor shall accept owner surrendered pets from within the City's jurisdiction on a space available basis. Owner surrendered pets become the property of the Contractor on the day of intake.
5. The Contractor shall provide adequate food, water, shelter, space, care, treatment and transportation to pet animals housed at the shelter as required by the Kansas Pet Animal Act and implementing Kansas Department of Agriculture regulations.
6. The Contractor shall provide a system for monitoring medical and other information on each sheltered pet animal.
7. The Contractor shall provide a notification list to the City for emergency contact of shelter management outside regular business hours.
8. The Contractor shall maintain all necessary records and reports of pet animals held at the shelter as required by the Kansas Pet Animal Act and associated regulations.

9. If the owner of a pet animal is located, the Contractor shall make reasonable effort to notify the owner within 24 hours of the animal's transfer to the Contractor. Animals will be released during regular business hours to the owner upon proof of payment of any licensing / impound / fines assessed by the City and any veterinary services provided by LCHS, Inc..
10. For purposes of this contract, "pet animals" shall exclude cats that, based on their behavior, are judged by the Contractor to be free-roaming or feral. These cats should be sterilized, vaccinated, and returned to their outdoor homes.
11. Veterinary treatment necessary for the care of pet animals for which the Contractor provides sheltering services and the overall health of the facility population will be provided based on assessment by the Contractor.
12. The Contractor shall be responsible for arranging the humane euthanasia of pet animals in its care using means approved by the State Veterinarian if euthanasia is required for reasons of public safety and welfare, or when a pet is judged by the Contractor to be irremediably ill or injured and suffering. **The City shall reimburse the Contractor for euthanasia costs not to exceed \$150 per pet.**
13. The Contractor shall maintain adequate supplies for the performance of its obligations under this contract.
14. The Contractor shall provide a general liability and property damage policy of \$500,000 per person per occurrence, as well as any other insurance required for operation.
15. The City shall appoint an individual representing the City's animal control authority to serve as liaison with the Contractor's Director to review all matters related to this contract. At least once per quarter, the Contractor's Director and the City animal

control authority shall confer to carry out the Contractor work requirements as defined herein. Contact may be in person, by phone, or by e-mail.

16. The Contractor shall be responsible for the enforcement of 10-day period of quarantine for any pet animal which has bitten a person, as directed by the Kansas Department of Health and Environment.
17. The City shall reimburse Contractor for veterinary care necessary to sustain life or relieve suffering during an impound period.
18. The Contractor shall, upon request, furnish information in its possession about impounded animals and shall cooperate with law enforcement in the enforcement of laws prohibiting cruelty and / or neglect.
19. Ownership of impounded animals transfers to the Contractor upon the 4th business day of impound. Until that point, the animal is assumed to be the property of the City.
20. For purposes of this contract, "pet animals" shall exclude cats who based on their behavior are determined by the Contractor to be free-roaming or feral. These cats should be sterilized, vaccinated, and returned to their outdoor homes.
21. The Contractor shall maintain adequate supplies for the performance of its obligations under this contract.
22. The Contractor shall provide a general liability and property damage policy of \$500,000 per person per occurrence, which names the City as additional insured, as well as any other insurance required for operation.

23. The City shall appoint an individual to serve as liaison with the Contractor's Director for the purpose of reviewing all matters related to his contract. This person shall be a person designated as the City's Animal Control Authority. At least once per quarter, the Director and the City's Animal Control Authority shall be in contact to carry out these duties.

24. The City shall waive City controlled utility payments in support of the contracted operations.

III. Period for Contract Performance

The term of this contract is from _____, _____, 2024 through December 31, 2029. This contract supersedes any and all prior contracts for animal control services between the Parties. Either the City or the Contractor may request to negotiate any provision of this Agreement by written notice to the other party at any time during the term of this contract.

Execution and continuation of this Agreement is contingent upon annual appropriation of funds by the City's Governing Body in an amount sufficient to allow performance in accordance with the terms and conditions of the Agreement. The City shall, upon determining that sufficient funds are not available to continue full and faithful performance of the Agreement, provide prompt written notice to the Contractor of such event, and effective thirty (30) days after giving such notice or upon the expiration of the period of time for which funds were appropriated, whichever comes first. The Parties shall thereafter be released of further obligations in any way related to the Agreement.

IV. Contract Cost

The fixed price for intake and impound shall be firm for the term of the contract, and shall be \$63,000.00 per year, payable in twelve \$5,250 monthly installments. Annual

increase during the period of the contract shall not exceed the rate of estimated population increase of the jurisdiction or 5% per year whichever is greater.

The parties reserve the right to negotiate mutually agreed rates for other future specified services which shall be considered as a change order to the contract. Any change orders shall be in writing and incorporated into this agreement by reference.

V. Personnel Authorized to Represent the Parties

City – Lansing Chief of Police, or his/her designee

Contractor - Executive Director or his/her designee

VI. Tax requirements

By executing this contract, the Contractor agrees to comply with the laws, regulations and rulings of the United States Internal Revenue Service related to filing requirements, including IRS Form 1099.

VII. Payment Terms

The City shall pay the Contractor within 15 days of monthly invoice.

VIII. Termination and Default

Upon mutual agreement, the City or Contractor may terminate this contract by providing 90 calendar days written notice to the other party. The Contractor shall be paid for its work performed up to the date of termination under the contract.

No rights or obligations under this Agreement shall be assigned or otherwise transferred without prior written consent of the City. This Agreement is binding upon and fully enforceable against successors and assigns, whether consented to or not.

VIII. Indemnification, Limitation of Liability and Notice

The Contractor shall be responsible for, shall defend against, and shall indemnify and hold the City harmless against any and all suits, claims, demands, losses or actions made against the City based upon, arising from, or incident to the provision of services by the Contractor under this Agreement, unless the claim arises from the City's negligence, gross negligence or willful misconduct. This indemnification does not include indemnification for claims against the City based upon the alleged unconstitutionality or invalidity of any provision of the state or city codes pursuant to which the Contractor acts.

IX. Warranties

Each party to this contract warrants the following:

- A. This contract constitutes a valid, binding and enforceable agreement of the Party;
- B. The execution of this contract and the performance of its obligations are within the Parties' powers; have been authorized by all necessary action on behalf of the party; do not constitute a breach by the party of any agreement with another entity not a party to this contract; and will not cause a breach by the party of any duty arising at law or in equity; and
- C. The party possesses the financial capacity to perform all of its obligations under this contract.
- D. The parties agree that the failure of any of the above representations and warranties to be true during the term of this contract shall constitute material breach and the non-breaching party shall have the right, upon notice to the breaching party to immediately terminate the contract. All amounts outstanding hereunder shall be immediately due and payable upon termination. Court costs and other costs and expenses, including

reasonable attorney's fees incurred in collection of any amounts due hereunder, may also be recovered by the non-breaching party.

X. Severability

Should any provision of this contract be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in force and effect as if this contract had been executed with the invalid provisions eliminated and it is hereby declared the intention of the Parties that they would have executed the other provisions of this contract without including therein such provisions which may for any reason be hereafter declared invalid.

XI. Non-waiver

The failure of the Contractor or the City to exercise any right, power or option arising under this contract or to insist upon strict compliance with the terms of this contract shall not constitute a waiver of the terms and conditions of this contract with respect to any other or subsequent breach thereof, nor a waiver by Contractor or the City of their rights at any time thereafter to require exact and strict compliance with all the terms hereof.

XII. Survivability of Payment Obligations, Rights and Remedies

Provided the Contractor has not defaulted in the performance of its obligations under this contract, the obligation of the City or its participating departments to make payments as herein set forth shall continue until fully performed. Any rights and remedies the City or the Contractor may have with respect to each other arising out of either party's performance of services or obligations hereunder shall survive the expiration or termination of this contract.

XIII. Relation to the City

In performing services under this agreement, the Contractor shall be an independent contractor for the City, and neither the Contractor nor its employees / volunteers shall under any circumstances be considered employees, servants or agents of the City.

XIV. Title VI Requirements

During the performance of this contract the Contractor, for itself, its assignees and successors in interest agrees as follows:

1. **Compliance with Regulations** – The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination** – The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment** – In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the Contractor of the Contractor's obligations

under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports – The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to KDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanction for Noncompliance – In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or;

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions – The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request KDOT enter into such litigation to protect the interests of the state and, in addition, the Contractor may request the USDOT enter into such litigation to protect the interests of the United States.

XV. Signatories

Crystal Swann Blackdeer, Executive Director, LCHS, Inc.

Steven Wayman, Lansing Chief of Police