

**City of Sedgwick  
City Council Meeting  
March 5, 2025**

**TO: Mayor and City Council**

**SUBJECT: Kennel Agreement - CHHS**

**INITIATED BY: Police Department – Chief Hall**

**AGENDA: New Business**

---

**Recommendation:** Approve the contract with Caring Hands Humane Society as presented.

**Background:** Our community continues to deal with the challenge of animals running at large within the community. In our 2024 Community Satisfaction Survey our police department scored high in almost every area, but the Animal Control category showed a significant departure. The Sedgwick Police Department has a desire to improve this service, in a cost-effective and effective manner.

Our current procedure involves capturing the stray animal and housing it at a kennel located at the wastewater treatment plant. The kenneling process is state mandated and requires Officers to check on the welfare of the animal multiple times a day, provide food and water, and maintain a clean environment for the animal during the hold. Providing this care for a mandated three-day period results in added non-recoverable expenditures to the Police Department. In addition to caring for animals, the Police Department is mandated to maintain an emergency evacuation policy should we experience a severe weather event (Extreme heat / cold, flooding, wildfire, etc.) The proposed agreement would alleviate the responsibility of the Police Department in maintaining a City operated kennel. City staff would have the ability to deliver to Caring Hands Humane Society (CHHS), uninjured dogs and cats taken into custody by the city during normal operating hours, as well as, after hours through the approved process.

**Financial Considerations:** If approved, the contractual amount per day per animal would be \$20; with a normal maximum hold timeline of three (3) days. This cost will be borne to the owner of the animal and be paid directly to CHHS prior to the animal being released. In the event that the owner of the animal could not be located, the City would be responsible for the contractual amount.

Animals that are taken to CHHS for a “bite hold” are subject to a mandatory ten (10) day hold, per Kansas State Law, unless informed otherwise in writing by City authorities. During the ten-day hold, if rabies testing concludes the animal is positive and euthanasia is required, the City will be responsible for the costs incurred by CHHS. These costs are subject to recovery from the owner via restitution through the court process.

Animals that are taken to CHHS associated with an abuse case will be held by CHHS until informed otherwise, in writing, by authorized City/Court personnel. All fees associated with abuse cases will be assessed to the city and recovered via restitution through the court process.

**Recommendations/Actions:** It is recommended that the governing body approve the contract with Caring Hands Humane Society as presented.

**Attachments:** Contract

## **ANIMAL SHELTER SERVICES AGREEMENT**

**THIS AGREEMENT**, entered into this \_\_\_ day of \_\_\_\_\_ 2025, by and between the **CITY OF SEDGWICK**, a municipality, (herein referred to as City) and the **Caring Hands Humane Society** (herein referred to as CHHS), a non-profit organization, is as follows:

**WHEREAS**, the above-mentioned City presently provides animal control services on behalf of its citizens, and employs City employees whose duties include the taking into custody of strays and other abandoned, abused, dangerous and injured animals; and

**WHEREAS**, the CHHS will be able to provide for the further care and disposition of such animals, including adoption, beyond the needs of the City in fulfillment of its animal control services, which additional services would serve to provide for the greater community good: and

**WHEREAS**, the City and CHHS desire to enter into a contractual commitment which will provide such animal shelter services to the City by CHHS.

**NOW, THEREFORE**, it is by the parties agreed as follows:

1. CHHS shall continue to maintain and operate an animal shelter facility in the City of Newton, Kansas, which shall be suitable for the humane housing, boarding and care of animals, and which shall be approved for such use by the City. The said animal shelter facilities shall be always maintained in a clean and sanitary manner. The State of Kansas inspects the CHHS facilities regularly and copies of these inspections shall be made available upon request by the City.
2. CHHS shall staff the animal shelter with one or more full-time, on duty personnel during normal business hours, such that the facility shall be accessible to the City during normal business hours consistent with the purpose of this agreement. City staff shall have access to the facility hold cages for after-hours transports. After hours intakes must be placed in the available overnight holding, and intake paperwork filled out. In the event the overnight holding is unavailable, City staff shall make contact with the emergency contact for the shelter to determine proper placement of the animal(s).
3. Throughout the term of this agreement, the City may deliver to CHHS uninjured dogs and cats taken into custody by the City, and that CHHS shall receive and hold such animals for a minimum of three (3) business days, as stated in Kansas State law. All injured animals shall be delivered by the City to a veterinarian, which animals may be transferred to CHHS after veterinary treatment has been provided. The City incurs the cost of medical care provided.
4. CHHS shall deliver all such animals to their owners when due and proper claim therefore is made pursuant to the ordinances of the City. CHHS shall establish and maintain an animal adoption program for unclaimed dogs and cats, which shall include the requirement that each animal adopted shall be vaccinated for rabies, and shall be microchipped, spayed or neutered. CHHS shall maintain reasonable procedures necessary to monitor compliance with such requirements.

5. Except as to animals that City officers or officials have specifically directed euthanized, CHHS may, at its discretion and at its own expense, keep and maintain any animals delivered to it by the City beyond the time provided for it to be reclaimed or adopted.
6. CHHS shall keep and maintain records of each animal delivered to it by the City. CHHS shall keep all animals that are stray, brought into them by the City for three (3) business days. After the three (3) days, CHHS may adopt or euthanize as it deems.
7. The City shall pay \$20.00 a day per animal brought to CHHS by the City for boarding up to three (3) business days. This amount will be paid by the City if the animal is unclaimed. If the animal is claimed by the owner, the owner will then pay the fees directly to CHHS.
8. Animals which have been brought to CHHS by authorized city personnel for “bite holds” are subject to a mandatory ten (10) day hold, as stated in Kansas law, unless informed otherwise in writing by City authorities. The “bite hold” time period fee will be the responsibility of the City. After ten (10) days, CHHS may return the animal to the owner, place for adoption, or euthanize if deemed necessary. If euthanasia has been court ordered by the City, the City will be responsible for the euthanasia fee. If the owner reclaims the animal, the owner will be responsible for paying the fees directly to CHHS. In lieu of a bite hold and with agreement of the animal owner, euthanasia & rabies testing costs will be the responsibility of the City.
9. Animals which have been brought in as “abuse” cases will be held by CHHS until informed otherwise, in writing, by authorized City/Court personnel. City/Court authorities will notify CHHS as to the disposition of the animal; at this point the animal may be returned to owner, offered for adoption, or euthanized. The boarding fee will be the responsibility of the City/Court. If euthanasia has been court ordered by the City, the City will be responsible for the euthanasia fee.
10. CHHS will receipt all associated fines and fees for the City of Sedgwick as they are defined by the City of Sedgwick Animal Policy Fee Schedule prior to an animal's release. All fines and fees collected will be sent to the Sedgwick Police Department by the 30th of each month, accompanied by a detailed summary to include: customers name, address, contact information, animal, city tag number, fee amount assessed.
11. CHHS will submit an itemized bill to the Sedgwick Police Department, [court@cityofsedgwick.org](mailto:court@cityofsedgwick.org), for processing and approval of animals not claimed by their owners on a monthly basis.
12. The City shall be responsible for all animals while within the custody of the City and prior to the delivery to CHHS facility, and shall indemnify and hold CHHS harmless as to any claims of damage or injury of any kind or nature whatsoever while the animals are within the City's control. CHHS shall be responsible for all animals while in custody of CHHS and after delivery to CHHS by the City, and shall indemnify and

hold the City harmless as to any claims of damage or injury of any kind or nature whatsoever while the animals are within CHHS control.

13. This agreement shall be effective from \_\_\_\_\_ through \_\_\_\_\_, when it will then be renegotiated yearly. Either party may terminate the contract with ninety (90) days written notice to the other party; or it may be terminated at any time by mutual consent.
14. It is expressly agreed that all references herein to the law and ordinances of the City shall and do include all future amendments and additions to said laws and ordinances; provided, however, that if any such amendments or additions serve to materially alter the responsibilities of CHHS hereunder, or serve to materially increase their liability exposure, then CHHS shall be entitled to terminate this contract at any time upon or after the effective date of such amendments or additions, upon notice to City.

IN WITNESS WHEREFORE, the parties have signed and executed this AGREEMENT of the date above written.

CITY OF \_\_\_\_\_

\_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_  
CITY CLERK

CARING HANDS HUMANE

SOCIETY

\_\_\_\_\_  
Executive Director

ATTEST: \_\_\_\_\_  
SECRETARY