



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 14, 2019

Department Administration

Director Approval Kelly Passauer

AGENDA ITEM Consider authorizing the Mayor to sign the AWOL contract for 2019.

SUMMARY RECOMMENDATION Approve 2019 AWOL contract.

BACKGROUND The attached contract prepared by the City Attorney continues the increase that was approved last year of \$2,500 per month effective January 1, 2019.

BUDGET IMPACT The 2019 budget includes this level of funding for AWOL.

SUGGESTED MOTION I move to authorize the Mayor to sign the attached agreement with AWOL for 2019.

SUPPORTING DOCUMENTS Agreement

AGREEMENT FOR OPERATION OF ANIMAL SHELTER AND LEASE AGREEMENT

This Agreement is entered into effective January 1, 2019, between the **City of Independence, Kansas**, hereafter City, and **A.W.O.L. (Animals With Our Love), Inc.**, hereafter AWOL.

Whereas, City owns the following described property:

Lot 4 and beginning at the Northeast corner of Lot 4, then East 25 feet, South 100 feet, West 25 feet, then North to point of beginning, Dossvill Addition No. 2, City of Independence, Montgomery County, Kansas (commonly known as 116 South 23rd Street, Independence, Kansas)

And Whereas, AWOL currently operates an animal shelter on City's property described above.

Now Therefore, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree to the following:

1. **Property:** City agrees to lease to AWOL, and AWOL agrees to lease from City, the property located at 116 South 23rd Street, Independence, Kansas, described above.
2. **Term:** This agreement shall be for an term of one year beginning January 1, 2019, through December 1, 2019.
3. **Renewal:** This agreement shall automatically renew for successive one-year terms, not to exceed a total of ten (10) years, under the same terms and conditions unless:
 - a. either party notifies the other party at least sixty (60) days prior

to the expiration of the current term that it wishes to renegotiate certain terms and conditions of the agreement.

4. **Termination:** Either party may terminate this agreement by giving the other party six (6) months' written notice of its intention to terminate.

5. **Lease Payment:** No lease payment shall be required of AWOL in consideration of the services that it will perform pursuant to this agreement.

6. **AWOL'S Responsibilities:** AWOL shall have the following duties and responsibilities:

- a. Manage and operate an animal shelter to provide proper shelter for lost, stray, homeless or impounded dogs and cats which come into its custody at a facility provided by the City.
- b. Humanely care, maintain, handle and dispose of the dogs and cats which come under its control.
- c. Furnish complete supervision, labor, materials, and all other items necessary to fully perform all requirements of this agreement.
- d. Maintain open hours of at least 15 hours per week for the purpose of transacting public business in connection with this agreement.
- e. Provide the City's Police Department a current up-to-date list of AWOL's on-call volunteers and/or officers for notification purposes.
- f. Maintain a minimum of one telephone line available to the public.
- g. Maintain a register and/or appropriate records of all dogs and cats impounded indicating breed, color, sex, age, pick-up area, and identification and final disposition of the animal.
- h. Be responsible for all utility bills, except those the City has agreed to pay, and veterinary fees associated with operation of the animal shelter.

- i. Attempt to notify the owners of dogs and cats which are impounded, if ownership can be determined, of such impoundment by telephone and/or first-class mail.
 - j. Hold all unclaimed and/or impounded dogs and cats for at least the minimum period required by law after which time the dog or cat may be adopted to an appropriate home approved by AWOL or humanely euthanized by AWOL.
 - k. Accept any unwanted dogs or cats, at AWOL's discretion, from individuals with the requirement that the party surrendering the dog or cat must give up all ownership rights and may not reclaim the dog or cat at a later time.
 - l. Maintain the property provided by the City in a clean and sanitary fashion, free of odor, and make no structural changes or modifications thereto without first obtaining the written consent of the City.
 - m. Protect the health of all impounded dogs and cats to the fullest extent possible by daily cleaning and regular disinfection of the quarters in which the dogs and cats live, and providing food and water each day to meet the needs of the dogs and cats.
 - n. Establish and collect boarding fees for claimed animals. The fees so collected may be retained by AWOL for operating expenses.
 - o. Establish and collect adoption fees to cover cost of rabies shot and city tag. The fees so collected may be retained by AWOL to cover such costs.
 - p. Comply with all applicable laws, ordinances and regulations.
7. **City's Responsibilities:** City shall have the following duties and

responsibilities:

- a. Provide a building for the animal shelter on property owned by the City.
- b. Provide free water, sewer and sanitation services for AWOL at the animal shelter site.
- c. Provide free disposal of dead animals at least twice per week at the animal shelter site.

- d. Provide for all major repairs necessary for proper operation of the animal shelter. Major repair shall be defined as any repair to the structure itself, including plumbing and electrical repairs. AWOL shall be responsible for all minor repairs.
- e. Enforcement of all animal related ordinances and regulations, the animal licensing program, and the responsibility for investigating all complaints relating to animals. The City will take vicious animals to a local veterinarian to hold for 72 hours. If not reclaimed, the City will be responsible for the disposal and cost of boarding. The City shall keep AWOL informed of all reported abuse cases and the results thereof.

8. **Compensation to AWOL:** In consideration of AWOL operating an animal shelter for the benefit of the citizens of the community, City shall pay AWOL an annual animal subsidy in the amount of \$30,000.00 to be paid in twelve (12) equal installments of \$2,500.00 per month.

9. **Adoptions:** AWOL shall be permitted to place unclaimed animals for adoption with an appropriate person or family unit approved by AWOL. In doing so, AWOL may set and collect an adoption fee and shall be permitted to retain such fee to be used toward its operating expenses. Except for adoptions approved by AWOL pursuant to this agreement, AWOL is forbidden from giving away or selling animals from the animal shelter.

10. **Indemnification and Insurance:** AWOL agrees to indemnify and hold harmless the City, its agents and employees, against any claims, expenses or liabilities arising from any act or omission on part of AWOL, its agents or employees. AWOL shall have in effect at all times comprehensive public liability insurance for bodily injury and property damage of at least \$500,000.00 per occurrence naming the

City as an additional insured. AWOL shall furnish the City a copy of the policy and/or a certificate of insurance for such coverage upon request. The insurance policy must include a provision for at least ten (10) days' notice of cancellation with notice to be given to AWOL and the City as an additional insured.

11. **Nonassignment:** AWOL shall not assign or subcontract any of its duties or responsibilities under this agreement without prior written consent of the City.

12. **Inspection:** The City reserves the right to enter onto the premises of the animal shelter and inspect the same at any reasonable time with prior notification to AWOL.

13. **Nondiscrimination:** In performing services under this agreement, AWOL shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or physical handicap.

14. **Relationship of the Parties:** In performing its duties and responsibilities under this agreement, AWOL, its agents and employees, shall be considered an independent contractor of the City, and shall not be considered agent of the City.

CITY OF INDEPENDENCE, KANSAS

By: _____
LOUIS YSUSI, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk

A.W.O.L. (Animals With Our Love), Inc.

By: _____
KAREN FERRELL, President