

CONTRACT FOR SERVICES - KANSAS CITY, MISSOURI

CONTRACT NO.: EV3989

TITLE/DESCRIPTION: ANIMAL CAMPUS MANAGEMENT SERVICES
AGREEMENT

This Animal Campus Management Services Agreement (“Contract”) is between the KANSAS CITY, MISSOURI BOARD OF PARKS AND RECREATION COMMISSIONERS (“Parks Board”), CITY OF KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and KANSAS CITY PET PROJECT, a Missouri nonprofit corporation (“Contractor”).

Sec. 1. The Contract. The Contract consists of the following Contract Documents: (a) this Contract; and (b) the following Attachments and Exhibits incorporated herein by reference:

Attachment A: Premises Description
Attachment B: Scope of Work
Attachment C: MBE/WBE Forms and Documents
Attachment D: Animal Services Animal Intake Form
Attachment E: Form of Invoice
Attachment F: Parking Lot Agreement
Attachment G: Ian Dunbar Scale

Sec. 2. Definitions.

- A. All documents listed in this Contract will be collectively referred to as the “Contract Documents.” The terms “Agreement” and “Contract” and “Contract Documents” are used interchangeably in this Contract.
- B. As used in this Agreement, capitalized terms and certain other terms not otherwise defined in the text of this Contract have the following meanings:
 - 1. “Additions” means permanent installations or alterations made to the Animal Campus.
 - 2. “Animal Campus” means the building, facility, Improvements, Additions, streets, curbs, catch basins, median islands, parking lots, appurtenances, curtilage and Land as depicted in Attachment A.

3. "Arm's Length Terms" means, with respect to any contract or agreement, the terms that Contractor would be able to negotiate with an unrelated third party.
4. "Authorized City Personnel" means any City employee who possesses their City-issued employment identification card and is authorized by the Director, the Director of Parks and Recreation Department, the Director of General Services Department and/or the City Manager to access the Animal Campus;
5. "Barn" means the building for housing livestock on the Animal Campus.
6. "Calendar Year" means each 12-month period ending on December 31.
7. "Capital Maintenance" means any Capital Repairs and Improvements.
8. "Capital Repairs and Improvements" means any repairs, replacements, improvements that, under GAAP, are properly charged to the Capital Maintenance Endowment, including, but not limited to, major components such as the Barn, HVAC equipment, generators, Incinerator, walls, roof and other similar items within or forming a part of the Animal Campus. Capital Repairs and Improvements are any repairs, replacements, or improvements that have a cost greater than \$100,000 and have a useful life of ten (10) years or more.
9. "Capital Maintenance Endowment" means the account to be established by City and maintained pursuant to the terms of Section 5.
10. "Contractor" means Kansas City Pet Project, a Missouri non-profit corporation, together with its officers, employees, successors, assigns and other agents.
11. "Director" means the Director of Neighborhood Services Department or the Director's designee unless otherwise specified in this Contract.
12. "Disaster" means any large-scale event such as an act of terrorism, insurgence, war, fire, wind, flood, earthquake or other natural or man-made calamity, which results in, or has the potential to result in significant loss of life or property.
13. "Extraordinary Capital Repairs and Replacements" means repairs of or replacements to the Animal Campus or any component thereof that are the result of Disaster, or other extraordinary events which would not commonly or normally be expected to arise during the useful life of the Animal Campus but are reasonably necessary to protect the health and safety of person or property or to enable the Contractor to operate and maintain the Animal

Campus pursuant to Industry Standards. Such repairs or replacements shall not constitute an Extraordinary Capital Repairs and Replacement to the extent that the costs and expenses of such repairs and replacements are (a) paid from proceeds of property insurance, (b) the result of an expansion of the Animal Campus, or (c) the result of Contractor's gross negligence or willful misconduct in performing, or failing to perform, Animal Campus Operating Repairs or Maintenance.

14. "Fiscal Year" means the fiscal year of City, or any portion thereof, currently May 1 to April 30 the following year.
15. "GAAP" means generally accepted accounting principles, as established by the Governmental Accounting Standards Board, consistently applied.
16. "Impositions" means all taxes and assessments, general and special, if any, that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Animal Campus, the Improvements or any part thereof, or Contractor's interest in the Animal Campus, the Improvements or any part thereof under this Agreement with respect to any period during the term of this Agreement, including any new lawful taxes and assessments not of the kind enumerated above to the extent that the same are made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all assessments and other governmental charges and impositions whatsoever, foreseen or unforeseen, that if not paid when due would encumber City's right, title or interest in and to the Animal Campus, the Improvements or any part thereof or interest therein.
17. "Improvements" means the Animal Campus facility, building, structures, and any other constructions on the Animal Campus.
18. "Incinerator" means the apparatus on the Animal Campus for disposing of dead animals and other waste material at high temperatures until it is reduced to ash.
19. "Industry Standards" means the set of criteria within the industry relating to the standard functioning and carrying out of operations of animal shelters.
20. "Land" means the parcel of land on which the Animal Campus is located, as further described on Attachment A to this Agreement.
21. "Liens" means any lien or encumbrance that encumbers City's right, title and interest in and to the Animal Campus or the Improvements.
22. "Named Sponsor" means the primary naming rights sponsor of the Animal Campus authorized to include its name as part of the Animal Campus name.

- 23. "Operating Expenses" means all costs and expenses incurred by Contractor in connection with managing, maintaining and operating the Animal Campus, and in performing its duties in connection with the Animal Campus as provided in this Contract and determined in accordance with GAAP, and any other expenses characterized as Operating Expenses in accordance with the terms of this Contract, including such costs and expenses for (i) compensating staff, does not include legal fees (ii) purchasing supplies and equipment, (iii) performing the agreements with respect to and obligations in connection with the Animal Campus as provided in this Agreement, (iv) utilities, internet, Wi-Fi and other services for the Animal Campus, (v) insurance premiums relating to insurance maintained by Contractor, (vi) repair, maintenance, Routine Maintenance and restoration of the Animal Campus as provided in this Agreement, (vi) City permitted Additions, (vii) and any other expenses characterized as Operating Expenses in accordance with the terms of this Contract.
- 24. "Parking Lot Agreement" means that certain agreement between City, Parks Board and Contractor dated _____ and as attached hereto as Attachment F.
- 25. "Repairs and Maintenance" means repair, replacements, maintenance, routine maintenance and restoration of the Animal Campus as provided in this Agreement.
- 26. "Routine Maintenance" means the repair, restoration, keeping or making of the Animal Campus, in proper condition in a routine, scheduled, or anticipated fashion.
- 27. "Signs" means the signs to be located on the Animal Campus to be used in advertising the Animal Campus and which may also contain other sponsorship advertisements, as approved pursuant to Contract.
- 28. "Staff" means any Contractor employee, agent, subcontractor, licensee, volunteer, assignee, invitee or other agent that Contractor has engaged, employed or requested to effectuate any obligations under this Contract.

Sec. 3. Term of Contract.

- A. **Initial Term.** The Initial Term of this Contract shall begin on **April 8, 2025** (the "Effective Date") and shall end on **April 30, 2025** (the "Initial Term").
- B. **Renewal Terms.**

1. **First Renewal:** If the Director of Civil Rights and Equal Opportunity Department (“CREO”) approves Contractor’s Contract Utilization Plan/Request for Waiver, the City shall have the unilateral right to renew the Agreement for the period of May 1, 2025 – April 30, 2026. If the Director of CREO does not approve Contractor’s Contract Utilization Plan/Request for Waiver, the City shall not renew the Agreement.
 2. **Second Renewal:** The Parties may mutually agree to renew this Contract for one (1) subsequent one (1) year period for the period of May 1, 2026 – April 30, 2027.
- C. **Renewal Gap Term.** Notwithstanding the expiration and non-renewal of any First or Second Renewal Term described in Section 3.B., above, Contractor and City shall continue performance under this Contract until City has a new contract in place with either Contractor or another provider or until the City terminates this Contract. In no event shall this Renewal Gap Term exceed ninety (90) calendar days, unless City and Contractor mutually agree in writing to extend the Renewal Gap Term beyond this period, provided that no such extension(s) of the Renewal Gap Term shall exceed April 30, 2027.

Sec. 4. Compensation.

- A. City shall pay Contractor for Animal Campus management services as follows:
1. **Initial Term.** City shall pay Contractor a maximum amount of \$232,222.22 for performance from April 8, 2025 - April 30, 2025.
 2. **First Renewal Term.** If a First Renewal Term is exercised pursuant to Section 3.B.1., above, then, beginning on May 1, 2025 through April 30, 2026, City shall pay Contractor \$3,800,000.00 annually in installments of \$316,666.67 per month. These amounts are subject to appropriation of funds by the City Council. City shall subtract from the \$316,666.67 monthly installments the amount of \$8,333.34 and place such amount into the Capital Maintenance Endowment with such annual contribution totaling \$100,000.00.
 3. **Second Renewal Term.** If a Second Renewal Term is exercised pursuant to Section 3.B.2., above, then, from May 1, 2026 through April 30, 2027, City shall pay Contractor \$3,800,000.00 annually in installments of \$316,666.67 per month. This amount is subject to appropriation of funds by the City Council. City shall subtract from the \$316,666.67 monthly installments the amount of \$8,333.34 and place such amount into the Capital Maintenance Endowment with such annual contribution totaling \$100,000.
 4. **Renewal Gap Term.** For any Renewal Gap Term pursuant to Sec. 3.C., above, City shall pay Contractor \$316,666.67 per month. This amount is

subject to appropriation of funds by the City Council. City shall subtract from the \$316,666.67 monthly installments the amount of \$8,333.34 and place such amount into the Capital Maintenance Endowment with such annual contribution totaling \$100,000.

5. The monthly amounts of \$8,333.34 subtracted by City and deposited into the Capital Maintenance Endowment shall cease when the following occurs:
 - a. City provides evidence that the total amount of existing funds in the Capital Maintenance Endowment meets or exceeds \$4,000,000 Dollars, whether such funds were deposited pursuant to this Agreement, City's previous shelter management agreement with Kansas City Campus for Animal Care (EV2659) or some other source.
 - b. Evidence of the deposit amounts shall be by bank statements or by signed pledge commitments or both.
- B. Contractor must bill City, in a form acceptable to City, on the following basis: Per the form attached hereto as Attachment E.
- C. Contractor must pay all Operating Expenses on a timely basis, regardless of whether sufficient revenues from the operation of the Animal Campus exist to pay such Operating Expenses.
- D. All Product(s) and Services, to be provided by Contractor under this Contract shall be ordered by City by means of a Purchase Order issued by City's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. City does not have any financial obligation to Contractor under this Contract until the City issues a Purchase Order to Contractor, which shall be signed by City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.

Sec. 5. Establishment of Capital Maintenance Endowment.

- A. City shall maintain a separate fund for the Capital Maintenance of the Animal Campus held in the Parks and Recreation Department Special Gift Fund and to be known as the "Capital Maintenance Endowment". The Capital Maintenance Endowment shall be for use in accordance with the terms of this Contract. All sums held in the Capital Maintenance Endowment, and all interest earned thereon, shall be held in the name of City, and Contractor shall have no legal right or interest therein, except for the right to draw funds from such account in accordance with this Contract. Without limiting the generality of the foregoing, upon the expiration

of this Contract, Contractor shall have no right to receive the return of any funds held in the Capital Maintenance Endowment.

1. The following funds shall be deposited in the Capital Maintenance Endowment:
 - a. Consistent with Sec. 4.A, above, beginning May 1, 2025, City shall deposit into the Capital Maintenance Endowment \$100,000 annually to be subtracted from Contractor's Invoices in the amount of \$8,333.34 from each monthly installment paid to Contractor by City; and
 - b. Property insurance proceeds, if any, will be deposited therein pursuant to the terms of this Contract; and
 - c. Any other funds provided by City and Contractor or any other party for deposit therein.
2. Amounts in the Capital Maintenance Endowment shall be invested by City and any investment earnings thereon shall be credited to the Capital Maintenance Endowment. Any funds available in the Capital Maintenance Endowment at the end of the Term or the termination of this Contract shall remain the sole and absolute property of City, and Contractor shall have no interest therein.
3. The funds deposited in the Capital Maintenance Endowment must be expended to pay the costs of any Animal Campus Capital Maintenance, Repairs and Improvements, Extraordinary Animal Campus Capital Repairs or Improvements.
4. Contractor shall have the right to withdraw or cause the withdrawal of funds from the Capital Maintenance Endowment, subject to City approval, for the purpose of paying the costs of Animal Campus Capital Repairs and Improvements, Extraordinary Capital Repairs and Improvements as provided in this Agreement provided that amounts in the Capital Maintenance Endowment must not be used for Contractor's Operating Expenses.
5. Capital Maintenance, Capital Repairs and Improvements requests by Contractor shall be directed annually in September to City and shall include best estimate of costs. Any Capital Maintenance, Capital Repairs and Improvements performed by Contractor must comply with all City procurement policies. If Contractor performs the Capital Maintenance, Capital Repairs and Improvements, the City will pay Contractor in advance, if funds are available, for the work based on the project budget pursuant to this Contract. Contractor shall supply City a copy of the project budget of

actual expenditures and proof of payment(s) no later than 30 days of project completion. City shall approve any project overruns before they are incurred. Any unspent amounts will be returned to the Capital Maintenance Endowment. City has the right to inspect all Capital Maintenance, Capital Repairs and Improvements. Contractor must obtain final acceptance by City of work performed. Failure to comply with the Capital Draw Procedures shall constitute a Default hereunder.

Sec. 6. Invoices.

- A. On the first (1st) day of each month, Contractor must submit to City a request for monthly payment (“Invoice”) for services performed in the prior thirty days in the format exhibited in Attachment E, for City to determine that the amount Contractor is requesting is in fact due and payable pursuant to this Contract. Contractor shall submit supporting documentation in sufficient detail with the Invoice. The Invoice shall be sent via electronic mail to the Neighborhood Services Department’s Financial Manager, as designated by the Director. City will make no pre-payments to Contractor.
- B. City will not pay any Invoice from Contractor unless Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due to City from Contractor may be determined.
- C. City will not process Contractor’s Invoice unless Contractor’s Invoice is in proper form, correctly computed, and is approved by City as payable under the terms of this Contract.
- D. City is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.
- E. At the time Contractor has submitted and City has approved the Contractor’s contractor utilization plans, Contractor will submit each Invoice to City accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted by Contractor to City’s Civil Rights and Equal Opportunity Department. Contractor must remain current on Contractor’s filing of M/WBE Monthly Utilization Reports. City will not pay Contractor’s Invoice unless Contractor is current on Contractor’s filing of M/WBE Monthly Utilization Reports.
- F. City shall pay Contractor Invoices properly submitted no later than thirty (30) days of receipt. City shall make a good faith effort to pay Contractor by the tenth (10) day of the month and within fifteen (15) days of receipt provided Contractor provides a properly submitted invoice.

Sec. 7. Representations and Warranties of Contractor. Contractor hereby represents and warrants to City the following:

- A. Contractor is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on Contractor's ability to perform this Contract in accordance with its terms.
- B. The execution, delivery and performance by Contractor of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of Contractor's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to Contractor or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, or instrument to which Contractor is a party or by which it or its properties may be bound or affected.
- C. Contractor will not enter into any contract that purports to grant a security interest or right of repossession to any person or entity respecting the Animal Campus.
- D. There is no litigation, proceeding or other investigation pending or, to the knowledge of Contractor, threatened against Contractor which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on Contractor.

Sec. 8. Survival of the Representations, Warranties and Covenants. All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

Sec. 9. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. City and Contractor: (1) shall submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) shall waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

Sec. 10. Termination for Convenience. City may, at any time upon ninety (90) days written notice to the other parties specifying the effective date of termination, terminate this Contract, in whole or in part.

Sec. 11. Default and Remedies.

- A. If Contractor is in default or breach of any provision of this Contract, City may terminate this Contract, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor thirty (30) days written notice specifying the non-performance, default or breach and opportunity to cure such default or breach.
- B. If City is in default or breach of any provision of this Contract, Contractor may terminate this contract or suspend Contractor's performance after giving City thirty (30) days written notice specifying the non-performance, default or breach and opportunity to cure such default or breach.

Sec. 12. Waiver. Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever must not constitute a waiver of same to be performed by Contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 13. Acceptance. No payment made under this Contract is proof of satisfactory performance of the Contract, either wholly or in part, and no payment must be construed as acceptance of deficient or unsatisfactory services.

Sec. 14. Records.

- A. For purposes of this Section:
 - 1. "City" means the Director, City Auditor, City's Internal Auditor, City's Director of Civil Rights and Equal Opportunity Department, Director of Parks and Recreation Department, Director of General Services Department and/or the City Manager.
 - 2. "Record" means any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.
- B. Contractor must maintain and retain all Records for a term of five (5) years that begins after the expiration or termination of this Contract and all Contract amendments. City shall have the right to examine or audit all Records, and Contractor must provide access to City of all Records upon ten (10) days written notice from City except for any record requested pursuant to the Missouri Sunshine Law ("Sunshine Law"), Chapter 610 RSMo. Sunshine Law requests must be handled as follows:

1. Any records or materials maintained by Contractor in connection with its performance under this Agreement that are requested pursuant to the Sunshine Law must promptly be made available to City upon the written request of City. Any production costs and expenses will be at Contractor's sole cost and expense except to the extent such costs and expenses are allowed to be charged to the person requesting the records as permitted under City policy.
2. Failure to grant such access to City shall be a Default by Contractor.
3. Contractor acknowledges and agrees that, except as provided by Sunshine Law, all submittals, records, documents, drawings, plans, specifications and other materials in Contractor's possession, including the Contract Documents and other materials submitted by Contractor to City are subject to the Sunshine Law.
 - a. If Contractor believes information or materials submitted to City constitute trade secrets, proprietary information or other information excepted from disclosure, Contractor must be solely responsible for specifically and conspicuously designating such information by placing "CONFIDENTIAL-PRIVILEGED" in the center header of each such page affected, as it determines to be appropriate, and placing the materials in a folder or binder clearly labeled with the citation to the specific provision of the Sunshine Law that exempts the material from disclosure.
 - b. Contractor must be fully responsible for otherwise prosecuting or defending any action concerning its assertion of exemptions to disclosure under the Sunshine Law at its sole cost and risk.
 - c. In addition to the indemnification requirements in Section 19 and Section 20, Contractor must defend, indemnify, and hold harmless City, its officers, agent and employees from any claim, damages, expense, loss or costs arising out of Contractor's objection to disclosure, failure of disclosure, or failure of disclosure in a timely fashion.
4. Upon termination or expiration of this Contract and after receipt of written notice from City, Contractor must transfer to City all electronic and written documents including: submittals, records, construction/renovation/repair drawings, plans, specifications correspondence, communications, bids, reports, notes, change orders, and all other materials in Contractor's possession that are subject to the Sunshine Law unless the materials constitute Contractor's trade secrets, proprietary information or other information excepted from disclosure.

- C. Contractor agrees to keep and maintain, at its corporate offices, separate and independent records, in accordance with GAAP, devoted exclusively to its operations in connection with this Agreement. Such records (including books, ledgers, journals and accounts) must contain all entries reflecting the business operations of Contractor under this Agreement. Upon written request, City or its authorized agent may request that records or copies of such records be made available to City. City or its authorized agent must have the right, to audit and inspect such records from time to time during the Term, upon written notice to Contractor.
1. Operating and Capital Expenditures Budgets. On the first (1st) day of December of each year, Contractor shall provide City an itemized, calendar-year, operating and capital expenditures budget (“Budget”) for the Animal Campus operations. The Budget must reflect specific operating income and expenses for the animal shelter operations, as well as a list of any Animal Campus Capital Repairs and Improvements proposed to be made by Contractor.
 2. Financial Statements, Reports, and Audits. Contractor agrees to provide City the following:
 - a. Within forty-five (45) days of the close of each calendar year, itemized financial statements and a balance sheet for the prior year's operations. Such financial statements must be kept on a GAAP basis.
 - b. Within sixty (60) days after the end of each quarter, during the Term, financial reports for the Animal Campus including a balance sheet, aging reports on accounts receivable and accounts payable, and statement of revenues and expenditures (budget to actual) for such month and year to date in accordance with GAAP.
 - c. Within one hundred twenty (120) days following the end of City’s Fiscal Year, an audit report (“Audit”), certified by a certified public accountant, on the accounts and records as kept by Contractor for the Animal Campus. Such Audit shall be performed by an external auditor, and must be conducted in accordance with generally accepted auditing standards.

Sec. 15. Legal Compliance.

- A. Non-discrimination in Employment. Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual’s race, hair texture or hair style associated with an individual’s race, color, sex, religion,

national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

B. Ban the Box in Hiring and Promotion.

1. Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.
2. Notwithstanding Sec.15.A.1.,above, Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.
3. This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

C. Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source. Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

D. Quality Services Assurance Act. If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

E. Anti-Discrimination against Israel. If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from

the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

- F. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:
1. Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
 2. Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
 3. Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
 4. Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

- G. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Contractor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.
- H. Prevailing Wage. If the Agreement exceeds \$75,000.00 and any of the Services performed by Contractor includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Contractor shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Contractor shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Contractor fails to notify the City.

Sec. 16. Taxes.

- A. Tax Compliance. Contractor must provide proof of compliance with City's tax ordinances administered by City's Commissioner of Revenue as a precondition to City making the first payment under this Contract. Contractor also must submit to City proof of compliance with City's tax ordinances administered by City's Commissioner of Revenue as a condition precedent to City making final payment under the Contract.
- B. Impositions. Contractor must pay or cause to be paid any and all Impositions that accrue with respect to the Animal Campus. City or Contractor may contest the legal validity or amount of any Imposition hereunder and may institute such proceedings as it considers necessary therefor without undue delay and must prosecute such proceedings to a final determination with reasonable dispatch. City and Contractor must cooperate reasonably in any permitted contest and must execute any documents or pleadings reasonably required for such purpose. Contractor may withhold, defer or make payment of the Imposition under protest so long as such withholding or deferral does not subject the Animal Campus to a noncurable forfeiture or sale.
- C. Tax Exempt Financing. Contractor must cooperate in good faith with City and its bond counsel to effect amendment(s) to this Contract or any agreement Contractor has entered into with respect to the Animal Campus to establish or maintain the exemption of interest on the debt obligation from gross income for federal income tax purposes. If City and Contractor fail to agree on an amendment within thirty

(30) days of City's request, then City may immediately terminate this Contract, without cause or penalty to City. City may be advised that an amendment to this Contract is required or that an amendment to any agreement or contract that Contractor has entered into with respect to the Animal Campus is required in order to establish or maintain the exemption of interest from federal income tax of any debt obligations issued to finance improvements to the Animal Campus.

Sec. 17. Buy American Preference. It is the policy of City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto must be manufactured or produced in the United States whenever possible.

Sec. 18. Notices. All notices to be given hereunder must be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person or by electronic mail. Notice deposited in the mail in accordance with the provisions hereof must be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given by electronic transmission with a confirmation of transmission by the transmitting equipment will be deemed given on the first business day following transmission; provided, however that a notice delivered by electronic transmission that has not been confirmed or acknowledged (including any response to such transmission) by recipient will only be effective if such notice is also delivered by hand, deposited in the United States mail, postage prepaid, registered or certified mail, or given by nationally recognized private courier on or before two business days after its delivery by electronic transmission. Notice given in any other manner must be effective only if and when received by the party to be notified. All notices must be sent to the following addresses:

If to City: City of Kansas City, Missouri
Director of Neighborhood Services Department
Attention: Forest Decker
414 East 12th Street, 4th Floor
Kansas City, Missouri 64106
Telephone: (816) 513-6562
Email: forest.decker@kcmo.org

With copies to: Procurement Services Division
414 East 12th Street, 1st Floor, Room 102 W
Kansas City, Missouri 64106
Attention: Cedric Rowan
Telephone: (816) 513-1592
Email: cedric.rowan@kcmo.org

Matthew Gigliotti
City Attorney, Law Department of Kansas City, Missouri
414 East 12th Street, 23rd Floor
Kansas City, Missouri 64106

Telephone: (816) 513-3153
Email: matthew.gigliotti@kcmo.org

Parks and Recreation Department
Terry Dopson Administration Building
4600 E. 63rd Street Trafficway
Kansas City, Missouri 64130
Attention: Christopher Cotten, Director
Telephone: (816) 513- 7501
Email: christopher.cotten@kcmo.org

If to Contractor: Kansas City Pet Project
c/o Chief Executive Officer
7077 Elmwood Ave.
Kansas City, Missouri 64132

With copies to: Barnett Law Office, LLC
c/o Katie Barnett
P.O. Box 442193
Lawrence, KS 66044
Email: katie@barnettlawoffice.com
Email: kcppbod@gmail.com

Sec. 19. General Indemnification.

- A. For purposes of this Section only, the following terms must have the meanings listed:
1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by City in the enforcement of this indemnity obligation.
 2. Contractor's Agents means Contractor's officers, employees, subcontractors, successors, assigns, invitees, and agents.
 3. City means it's Agencies, its agents, officials, officers and employees.
- B. Contractor's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of City, must be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- C. Contractor and Contractor's subs, assigns and agents must defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all

acts or omissions in connection with this Contract caused in whole or in part by Contractor or Contractor's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Contractor is not obligated under this Section to indemnify City for the sole negligence of City.

- D. City must not be liable to the any other Party or to any insurance company (by way of subrogation or otherwise) for any loss or damage to property, or any resulting loss of income. Contractor must pay its own deductible amount with respect to any insurance it carries or is required to carry.
- E. In no event must the language in this Section constitute or be construed as a waiver or limitation of City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.
- F. Contractor must not suffer or permit to be enforced and must indemnify City from and against all Liens.
- G. The Parties agree and acknowledge that Contractor is performing services previously performed by the City, and this service is required to be performed by City pursuant to its City Code and this Agreement.

Sec. 20. Indemnification for Professional Negligence. If Contractor provides professional services under this Contract, Contractor must indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by Contractor, its employees, agents, staff, subcontractors, or caused by others for whom Contractor is liable, in the performance of professional services under this Contract. Contractor is not obligated under this Section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

Sec. 21. Insurance.

- A. Contractor must procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. Contractor must have:
 - 1. Commercial General Liability Insurance Policy: with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, written on an "occurrence" basis. The policy must be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds

- b. Contractual Liability
 - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit must be \$2,000,000.00.
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.
- 2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
- 3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000.00 per occurrence, covering owned, hired, and non-owned automobiles. The Policy must provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by Contractor.
- 4. Professional Liability Insurance with limits per claim and annual aggregate of \$75,000.00.
- B. All insurance policies required in this Section must provide that the policy will not be canceled until after the Insurer provides City ten (10) days written notice of cancellation in the event that the cancellation is for Contractor's nonpayment of premiums and thirty (30) days written notice of cancellation to City for all other reasons of cancellation.
- C. All insurance policies required in this Section must provide that City and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. Contractor must provide to City at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
- D. All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of A-, V or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
- E. Regardless of any approval by City, Contractor must maintain the required insurance coverage in force at all times during the term of this Contract. Contractor's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify City pursuant to this Section of this Contract. In the event Contractor fails to maintain the required insurance coverage in effect, Contractor will be in Default.

- F. In no event must the language in this Section constitute or be construed as a waiver or limitation of City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 22. Interpretation of the Contract.

- A. City selected Contractor through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows City and Contractor to discuss and negotiate a contract at arm's length prior to entering a final contract that is acceptable to both City and Contractor. After negotiation and discussion, Contractor and City have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of City and Contractor that City's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost Contractor more money and time.
- B. City and Contractor agree that City's Manager of Procurement Services must resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement, in favor of City and its taxpayers even if it will cost the Contractor more money and time. The decision of City's Manager of Procurement Services must be final and conclusive if the Manager of Procurement Services acted in good faith.
- C. Contractor acknowledges and agrees that City has provided Contractor with an opportunity to have Contractor's attorney review and advise Contractor on the Agreement and any potential ambiguities or areas of disagreement and the potential adverse legal consequences of Contractor agreeing to this Section as well as the entire Agreement. Contractor certifies that Contractor has provided City written notice of all ambiguities, conflicts, errors or discrepancies that it has discovered in the Agreement and the written resolution thereof by City as embodied in this final Agreement is acceptable to Contractor. Contractor agrees that no Compensation from this Contract will be used to pay Contractor's attorney fees.
- D. Contractor certifies that Contractor has either (1) waived its right to have Contractor's attorney review this Section and Agreement; or (2) Contractor has consulted with an attorney on this Section and Agreement.

- E. Contractor knowingly and voluntarily agrees to this Section and the entire Agreement. Contractor certifies that this contract was not procured by fraud, duress or undue influence.

Sec. 23. Contract Execution. This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract must be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means must be proof of the execution of this Contract and must be acceptable in a court of law.

Sec. 24. Assignability and Subcontracting.

- A. Assignability. Contractor must not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. Any assignment by Contractor must be in conformity and per the standards set forth in this Contract. The assignment or transfer of any of Contractor's obligations or interests under this Contract without City's prior written approval will constitute a material breach of this Contract. This provision does not prohibit Contractor from subcontracting as otherwise provided for herein. Notwithstanding this Section, Contractor shall have the right to assign all or any portion of its interest in the payment appropriated by City and paid to Contractor pursuant to this Contract.
- B. Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. This provision constitutes a material term of this Contract.
 - 1. The utilization of subcontractors must not relieve Contractor of any of its responsibilities under the Contract, and Contractor must remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents, staff and employees. In the event of termination of this Contract by either party or Contractor abandons the Animal Campus, City shall have the right to terminate immediately any subcontract, assignment or license agreements. City's right must be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies, which may be due to any subcontractor. Contractor must include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.
 - 2. For any subcontracting agreement that affects the operations of the Animal Campus, Contractor must:
 - a. conduct all subcontracting at Arm's Length Terms;

- b. not have any conflicts of interest with any subcontractors, subcontractor employees or subcontractor affiliates.

Sec. 25. Conflict of Interest. Unless otherwise required by law, Contractor will not serve as a witness for any party in any litigation against City that relates to the obligations in this Contract, including cases filed on behalf of the City in the 16th Judicial Circuit Court of Missouri, Kansas City Municipal Division.

Sec. 26. Internet Technology, Computer Programs and Software. Contractor agrees, on its behalf and on behalf of its employees, staff and agents, that it will promptly communicate and disclose to City all computer programs, software, internet technology used by Contractor or its agents, whether solely or jointly with others, during the term of this Contract. Contractor must cooperate with City in Contractor's use of internet technology, computer programs and software.

Sec. 27. Minority and Women's Business Enterprises.

- A. Contractor Utilization Plan. City is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. Contractor agrees to comply with all requirements of City's Minority and Women's Business Enterprise Program as enacted in Chapter 3 Sections 3-421 through 3-469 and as hereinafter amended. For the First and Second Renewal Terms, Contractor must make its good faith efforts in carrying out this policy by implementing its Contractor Utilization Plan that has been approved by the Director of CREO, which shall be incorporated into this Agreement as **Attachment C**. If during the term of this Agreement, Contractor requires additional services not provided by Contractor, Contractor's employees or volunteers, Contractor shall make a good faith effort to solicit MBEs/WBEs to provide the additional services. Contractor shall document its good faith efforts in soliciting MBEs/WBEs and submit Contractor's good faith efforts to the Director of Civil Rights and Equal Opportunity and any additional documentation required by such Director.
- B. Liquidated Damages. If Contractor fails to achieve the M/WBE goals stated in its Contractor utilization plan, as amended and approved by the Director of City's Civil Rights and Equal Opportunity Department, City will sustain liquidated damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this Contractor utilization plan, as amended and approved by such Director, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Civil Rights and Equal Opportunity Department,

unless the Director determines that Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of Contractor, the M/WBE participation stated in Contractor Utilization Plan, as amended and approved by the Director of the Civil Rights and Equal Opportunity Department, is not met.

Sec. 28. Employee Eligibility Verification. Contractor must execute and submit an affidavit, in a form prescribed by City, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Contractor must attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Contractor may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program must constitute sufficient documentation for purposes of complying with this Section. Contractor must submit the affidavit and attachments to City prior to execution of the Contract, or at any point during the term of the Contract if requested by City.

Sec. 29. Emergencies.

- A. During and after a Disaster, Contractor must continue to operate the Animal Campus and if requested by City, provide services to City outside of normal business hours, stay open 24 hours, utilize additional Contractor personnel and accept phone calls 24 hours a day.
- B. Contractor must not charge City any fee for opening facilities during a Disaster or for extending Contractor's hours of operation during a Disaster. City must pay Contractor the agreed upon contract prices for all purchases made by City during the Disaster and Contractor must not charge City any additional mark-up, fee or cost for any purchases made by City during a Disaster.
- C. Contractor must quickly mobilize Contractor's resources to assist City when a Disaster unfolds.
- D. Contractor must have contingency plans with Contractor's suppliers to provide additional supplies and equipment quickly to City as needed.
- E. Contractor must cooperate with City to properly document any and all expenses incurred by City with Contractor and Contractor must assist City in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

Sec. 30. Annual Appropriation of Funds.

- A. Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase orders are funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.
- B. In the event sufficient funds are not appropriated for the payment of anticipated term contract payments required to be paid in the next occurring contract term and if no funds are legally available from other sources, this Contract may be terminated at the end of the Term or renewal term and City must not be obligated to make further payments beyond the then current Term. City will provide written notice of its inability to continue this Contract at such time as the Director is aware of the non-appropriation of funds; however, failure to notify does not renew the term of the Contract. City has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract.
- C. City shall include in City's annual budget proposals, a budgeted amount for the compensation for Animal Campus management services, it being the intention of City that the decision to budget or not budget Animal Campus management services shall be made by the respective governing body and not by any official of City.

Sec. 31. Ownership, Use and Retained Rights.

- A. Ownership. Contractor acknowledges and agrees that the title to the Animal Campus shall at all times remain in City. City's exclusive ownership extends to all other Additions, improvements, equipment, furniture, fixtures and other items of personal property purchased in whole with funds from City or from the Capital Maintenance Endowment during the Term of this Contract. Jointly purchased property shall remain on the Animal Campus and shall remain with City.
- B. Contractor Property. City acknowledges and agrees that title and ownership of equipment and personal property donated or purchased in whole with funds from Contractor's own separate funds, and not City funds paid to Contractor pursuant to this Contract, shall remain the property of Contractor ("Contractor Property").
 - 1. Contractor agrees and understands that some of Contractor Property may be necessary to continue operating a fully functional Animal Campus even if Contractor does not operate the Animal Campus. To that extent, Contractor agrees that any Contractor Property necessary to continue the operations of the Animal Campus, shall remain with the Animal Campus as long as City requires the use of such Contractor Property.

2. For any personal property or equipment that Contractor is intending to purchase or being donated to Contractor after the Effective Date of this Contract, Contractor shall request in writing from City, at the time the equipment or personal property is purchased or donated, that it qualifies as Contractor Property. Contractor shall submit to City with its written request, an accounting of funds or proof of donation demonstrating that funds used to acquire the personal property or equipment are separate funds from and not paid to Contractor pursuant to this Contract or that the donated property is intended for Contractor solely and not City.
- C. Use. Contractor must use and operate the Animal Campus in accordance with the terms of this Agreement.
- D. Signage Policy. Contractor agrees that no Signs or advertising displays, which are viewable from neighboring streets, shall be painted on or erected in any manner of the Animal Campus, or adjacent to the Animal Campus without approval of the Director of the Parks and Recreation Department , such approval not unreasonably withheld, conditioned or delayed, and that such Signs shall conform to reasonable standards established by Contractor and the standards established by the Parks Board with respect to wording, type, size, design, color and location. Notwithstanding the foregoing, Contractor shall be permitted to erect and display any and all signs within the Animal Campus, which are not viewable from the neighboring streets, without obtaining the consent of City.
- E. City Name. Contractor agrees that Contractor will place City's name and logo, at mutually acceptable locations in the Animal Campus.

Sec. 32. Duties of Contractor. In General. Contractor hereby agrees, except as otherwise expressly provided in this Agreement, to perform and furnish, during the term of this Contract, all management and supervisory services, including labor and materials appropriate to carry out its duties hereunder. Contractor must devote its reasonable good faith efforts to doing all things reasonably necessary for the orderly and efficient administration, management and operation of the Animal Campus, including the negotiation, execution and enforcement of agreements, licenses, use agreements and events for the Animal Campus.

- A. Without limiting the foregoing or any other provision of this Contract, Contractor must undertake and perform the following services and responsibilities to the extent they are reasonably necessary and appropriate, consistent with the terms and purposes of this Contract, and the use of the Animal Campus as an animal shelter:
 1. subcontractor agreement negotiations;
 2. development of equipment inventory systems;
 3. performance of equipment inventories;

4. event planning and promotion;
5. community education programs;
6. marketing and advertising;
7. staff recruitment and selection;
8. management training;
9. management and supervision of staff;
10. staff training;
11. formulation of operating policies;
12. development of rental rate schedules, user fees and service;
13. preparation of operating manuals;
14. accounting systems and controls;
15. preparation of the Budget;
16. budget analysis and evaluation;
17. computer software acquisition and systems development;
18. Animal Campus security;
19. development of preventive and major maintenance plan;
20. maintenance reporting systems;
21. janitorial standards and procedures;
22. energy efficient operational systems;
23. sponsorship and charitable giving development;
24. preparation and submission of documentation required by City's procurement office;
25. Upon request by City, Contractor will provide to City copies of policies, manuals and plans and documentation that demonstrate compliance with the services and responsibilities listed above.

B. Operating Performance Standards.

1. Contractor covenants and agrees to operate the Animal Campus in accordance with the terms and conditions of this Agreement during the Term and as set out in the Attachment B, Scope of Work.
2. Contractor must furnish such management and supervisory services as set forth in this Contract in a manner consistent with Industry Standards for businesses engaged in animal shelter management and supervisory services.
3. Contractor agrees to manage and operate the Animal Campus as of the Effective Date of this Contract, without any additional representations by City.

C. Limitation on Contractor's Agreements, Licenses, Contracts and Commitments.

1. Contractor must include the following exculpatory language in all contracts entered into by Contractor for any contracts relating to the operations in the Animal Campus:

_____ acknowledges that this Agreement imposes no contractual obligation upon the City of Kansas City, Missouri unless, until and only if the City of Kansas City, Missouri expressly assumes the obligations of Kansas City Pet Project hereunder pursuant to the provisions of the Animal Campus Management Services Agreement; that the City of Kansas City, Missouri (and its members, directors, officers, agents, employees, independent Contractors and consultants as to the indemnities set forth in this Agreement) is an express third party beneficiary of this Agreement; and that in the event of a default under this Agreement, of any kind or nature whatsoever, must look solely to Kansas City Pet Project at the time of the default for remedy or relief; and that no member, director, officer, employee, staff, agent, independent Contractor or consultant of the City of Kansas City, Missouri shall have any liability hereunder.

2. Prior written approval of City shall be required for any contract, licenses, use agreement or other agreement including, and not limited, to naming rights, sponsorship, advertising agreements including:
 - a. Any modification, amendment or extensions to any contract, license agreement, use agreement, naming rights or other agreement which, at the time of initial approval or execution, required the approval of City.

- b. Any contract, license agreement, use agreement, naming rights or other agreement that will, by its terms, extend beyond the expiration of the Term.
- D. Supplies and Equipment. All appropriate supplies and equipment for the management and operation of the Animal Campus must be rented, leased or purchased by Contractor as Contractor's Operating Expenses, except that if Contractor purchases any equipment which (a) has a useful life of more than ten (10) years, and (b) if purchased, would have a cost of \$100,000 or more, the purchase price may be paid for out of the Capital Maintenance Endowment subject to written approval of City. During the Term, the Contractor must maintain a complete inventory of equipment and supplies in order to ensure the operation and maintenance of the Animal Campus in accordance with the terms hereof.
- E. Prohibition from third party use of City equipment. Contractor shall not lease, sub-lease, or permit the use by third parties of any City equipment located on the Animal Campus without the prior written approval of City.
- F. Service Contracts. Subject to the provisions of this Contract,, Contractor may negotiate and enter into service contracts or agreements in the name of Contractor or its subcontractors which are reasonably necessary or appropriate in the ordinary course of business in operating the Animal Campus, including without limitation contracts for utilities, internet, Wi-Fi, staffing personnel, janitorial service, waste services, vermin extermination, and accounting services and other services. Contractor agrees to consult with City prior to entering into any service contracts over thirty-thousand dollars (\$30,000) and exceeds a three (3) year or three (3) one (1) year term. Contractor will not contract with any service provider that City has notified Contractor has been de-barred from contracting with City or that is on any list of de-barred Contractors provided to Contractor by City from time to time.
- G. Security and Security Personnel.
 - 1. Contractor at all times must be responsible for on-site security within the Animal Campus and on the Animal Campus. Unless requested by Contractor or in response to an emergency or call for assistance, City or City's Police Department will not be responsible for security within the Animal Campus and the Animal Campus.
 - 2. All costs of security in the Animal Campus are part of the Operating Expenses of Contractor. Any response by the police to calls for assistance shall be at no charge to Contractor so long as no charge is imposed for such assistance in similar situations. If Contractor requests the services of off-duty police personnel to provide special services in or about the Animal Campus, Contractor must pay for this cost.

- H. Access of City Officials and Personnel. City employees must show to Contractor upon Contractor's request, City-issued employee identification cards authorizing City employees ("Authorized City Personnel") access to the Animal Campus. All Authorized City Personnel shall have access to the Animal Campus at all times. All Authorized City Personnel must have pass cards, passkeys or other means to access the Animal Campus without checking-in with Contractor's security personnel. Other City personnel and officials designated by City shall have the right of reasonable access to the Animal Campus in the performance of their official duties. Contractor shall provide a map depicting the non-public offices and spaces utilized by Contractor, subject to City approval. Authorized City Personnel shall be accompanied by Contractor in those designated non-public offices and spaces utilized by Contractor.
- I. Prices for Services and Consultation Regarding Prices. Contractor must establish prices for services as required by the City Code of Ordinances. Contractor must report to City upon City's request the Contractor prices. Contractor shall consult with City in connection with Contractor's establishment of prices for Animal Campus services.
- J. Authorized to be sold. Contractor may:
1. Sell pet-related items at the Animal Campus, such as leashes, pet food, pet carriers, sprays, collars, pet beds, DNA Kits or similar items.
 2. Offer free pet insurance for adopters at the Animal Campus and satellite adoption centers as long as there is no cost to City.
 3. Sell non-pet related merchandise. Items may include but not be limited to concessions, t-shirts, coffee, coffee mugs, calendars, post cards, cards.
- K. Community Events. Contractor shall plan events appropriate for the Animal Campus and involving community groups that will be held at the Animal Campus. Contractor will establish a policy and procedures for events involving community groups to be held at the Animal Campus ("Community Events"). Community Events shall not include events, which would otherwise be scheduled by Contractor in its normal course of business. Contractor agrees to use its reasonable efforts to provide dates for Community Events under guidelines established with City. Contractor further agrees to cooperate with City, to the extent practicable, in promotion of Community Events to be held at the Animal Campus. At Contractor's sole discretion, Community Events must be subject to the Contractor's and City's standard licensing and insurance requirements, and rental service charges.
- L. Animal Campus Website. Contractor must create and maintain an internet homepage on the World Wide Web for the Animal Campus (the "Animal Campus Website"). The Animal Campus Website must include a link to City's homepage.

- M. Parking Lot Agreement. Contractor and City shall abide by the terms of the Parking Lot Agreement, attached hereto as Attachment F and incorporated into this Contract. Contractor shall maintain convenient on-site parking for City employees and patrons. Contractor shall provide for the safe and efficient traffic and pedestrian movements of Animal Campus patrons.
- N. Employees.
1. General employees hired by Contractor shall be employees of Contractor and not of City. Subject to the other terms and provisions of this Agreement, Contractor shall have complete and absolute discretion and authority with respect to the number, functions, qualifications and compensation and other terms and conditions relating to its employees.
 2. Personnel engaged by Contractor will include an individual or entity with facilities managerial experience to serve as a full-time on-site facilities manager of the Animal Campus (the "Facility Manager"). The Facility Manager will have general supervisory responsibility for the Animal Campus and will be responsible for maintenance, repairs and management and coordination of all maintenance and repair activities associated with the Animal Campus. In the event Contractor desires to remove the Facility Manager for any reason, the Contractor must find and recruit a qualified successor.
 3. Prevailing Wage. If applicable, Contractor must contractually require Contractor's third party subcontractors that perform services at the Animal Campus, to pay wages as required under Sections 290.210 to 290.340, inclusive, of the Revised Statutes of Missouri, to the extent such provisions are applicable to such work.
- O. Relationship with City and Community. Contractor shall attend (at no expense to City) all public meetings of City of which Contractor is requested to attend. Contractor and Director shall meet monthly, at a time mutually agreeable to the parties, for the purpose of providing City with information pursuant to this Contract. City will reasonably attempt to provide advance notice to Contractor when City requests Contractor to meet with representatives of various community groups and organizations, in order to promote public understanding of the Animal Campus and its operations. Contractor shall not participate in any activity at the Animal Campus that reflects or enhances political parties, candidates, or political office holders.
- P. Board Minutes. Contractor must provide its board minutes to the Director within ten (10) days after the board meeting in which such minutes were approved. If Contractor fails to approve the minutes of any board meeting within seventy (70) days, Contractor shall immediately provide City a copy of such minutes in draft form.

- Q. Compliance with City social media and communications policies. Contractor will develop, subject to approval of City, a social media and communications plan for the Animal Campus that incorporates relevant City social media and communications policies and City's name and logo. Contractor must coordinate and communicate with City's Director of Communications pertaining to high-profile or controversial information and major announcements released to the media or public pertaining to the Animal Campus.
1. Contractor agrees to place City's name and logo in public and social media communications pertaining to the Animal Campus.
 2. All electronic and printed material, radio, television or broadcast used for publicity and advertising of the Animal Campus must include a credit to City as follows: "The Animal Campus is a project of the City of Kansas City, Missouri and was built with support from GO KC bonds".
 3. City reserves the right to change the language of the required acknowledgment as well as the right to disallow the use of City's logo.

Sec. 33. Maintenance of the Animal Campus

- A. Maintenance. Contractor shall perform the following Maintenance, Repairs, Replacements and Improvements:
1. Keep and maintain the Animal Campus in its entirety, and all equipment, machinery, cages, animal enclosures, and fixtures located thereon in good, clean, safe and sanitary condition and repair.
 2. Undertake all Animal Campus Repairs and Maintenance in workmanlike, lien free, first class and prompt manner.
 3. Maintain or cause to be maintained all necessary licenses, permits, approvals and authorizations for the operation of the Animal Campus.
 4. Perform ordinary and routine maintenance required to keep the Animal Campus in a neat and orderly condition.
 5. Perform ordinary and routine maintenance to preserve the safe condition of all structures and facilities located in or about the Animal Campus.
 6. Not commit waste or vacate or abandon any part of the Animal Campus.
- B. Any repair, replacement or improvement that is deemed to be a Repair and Maintenance hereunder, shall be paid for as an Operating Expense if it:

1. Costs less than \$100,000, and
 2. Has a useful life of ten (10) years or less.
- C. All Animal Campus Maintenance, Repairs and Improvements and Additions must be completed in a good, workmanlike, lien free, first class and prompt manner, and by an experienced, reputable Contractor selected by Contractor and in compliance with applicable laws and regulations. All Repairs and Maintenance must utilize materials or component parts of substantially the same quality as being repaired or replaced.
- D. At the end of the Term, or upon termination for Default of this Contract, Contractor must surrender the Animal Campus in good condition and repair, normal wear and tear excepted.
- E. City shall have no obligation to make any Animal Campus, Maintenance, Repairs or Improvements or Capital Repairs and Improvements during the Term or any renewal term.
- F. Maintenance Standard. Contractor shall be responsible for performing and paying all costs and expenses, to maintain the Animal Campus, and any improvements thereto in accordance with Industry Standards and such costs and expenses shall be Operating Expense(s).
1. Contractor shall be responsible for performing and paying all of the costs and expenses, of maintenance, including, but not limited to, utilities, internet, Wi-Fi, landscaping, grounds maintenance, mowing, trash removal, recycling, snow removal and sweeping of the Animal Campus and Animal Campus walkways and sidewalks immediately adjoin the Animal Campus.
 2. Landscaping Standards.
 - a. Cut: Turf shall be cut at a height of three and half (3-1/2) inches. All mowing equipment shall be equipped with sharp blades, achieving a quality cut. Contractor shall, at the beginning of each cycle remove all trash and litter from the entire area prior to initiating any mowing of the turf areas. All park structures, trees, poles, tables, signs, fences, and shrub beds are to be trimmed. Special care shall be given to string trimming around small trees as not to inflict damage to the bark of the trees.
 - i. String Trimming: All string trimming shall be accomplished maintaining the required 3-1/2" cutting height and must be performed concurrently with mowing operations.

- ii. Sidewalk and curb edge maintenance: Contractor shall maintain a vegetation free edge approximately one-half inch wide and one inch deep along all curbs and sidewalks.
 - iii. Trail: String trimmer must be operated horizontally to not damage surface.
- b. Removal of sucker growth from tree bases: Contractor will be responsible for manual removal of all sucker growth from the base of trees within the Animal Campus during each maintenance cycle. Sucker growth should never be more than a height of 8" and when trimmed must be trimmed flush with the ground. Trim or remove vegetation that overhangs or obstructs streets, alleys, or sidewalks and allow at least a 7-foot clearance for pedestrian travel. Tree must be free of suckers up to 5 feet on base of the tree.
- c. Detail/Finish: Grass clippings and debris must be removed from all hardscapes i.e. growth in sidewalk, gutter, courts, and parking lots, before the exit of the crew from the immediate work site. Upon completion of cycle turf areas shall be free of clumped grass and tire tracks or ruts left by equipment. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of uncut grass.
- d. Sweeping/Blowing: Sweeping and/or blowing of hard surface areas will be required to remove debris such as; broken glass, cigarette butts and bottle tops. Debris must be picked up and disposed of safely.
- e. Weed/Volunteer Growth: Contractor shall maintain vegetation free sidewalks, gutter, and hardscapes (which include all courts, parking lots, etc.) every cycle.
 - i. Herbicide Treatment: Herbicide usage must be in compliance with the "Missouri Pesticide Use Act".
 - ii. Bed Maintenance: All Plant beds shall be maintained in a weed-free state. The condition of landscape beds and perennial will be inspected at the end of each maintenance cycle. Failure of the inspection will result in non-payment of maintenance cycle. Flower bed edge is to be maintained as needed.
 - iii. Weeds should be removed at the first sign of growth with the use of proper horticultural techniques and weeding tools as not to damage desired plant material.

- f. Trash and Litter Removal: Any debris within the Animal Campus such as, tires, paper, cans, bottles, bags of trash, limbs three inches (3") or smaller in diameter, rocks, signs like realty or political or garage sales and the like, etc., which is not intended to be present as part of the hardscape or landscape. Contractor shall, remove any and all trash and litter from the entire area. All trash and litter removed shall be disposed of by Contractor to an off-site location. Contractor will report any illegal dump sites to City.
- 3. Contractor shall be responsible for performing and paying all costs and expenses, for maintaining all furnishings, fixtures and equipment in the Animal Campus to the standard set forth in this Contract, but in any event not less than maintenance standards and requirements set forth in applicable manuals and specifications provided by equipment manufacturers and suppliers.
- 4. Safe Operation of Equipment: All equipment used by Contractor or by person directed by the Contractor shall be operated in a safe manner consistent with the manufacturers' recommendations. Equipment shall be operated at a speed that poses no danger to the public and achieves the desired appearance. Mowing equipment with side discharge must be operated with discharge shoots down, as a safety precaution.
- G. Animal Campus Capital Repairs and Improvements. Contractor shall obtain the prior written approval from City before making any Animal Campus Capital Repairs and Improvements (including any alterations, Additions or modifications), Extraordinary Capital Repairs and Improvements, and Additions.
 - 1. Design and Construction Defects. City and Contractor shall pursue against the parties responsible for the cost of any repairs required as a result of design or construction defects, whether or not covered by a warranty, to the extent that City determines that it is commercially reasonable to do so. Contractor and City shall cooperate with in all effect to enforce such rights. Contractor and City shall have the right to recover all of their costs and expenses (including attorneys' fees) in recovering such monetary award. In the event any monetary awards relating to such claims are realized following Contractor's recovery of its costs and expenses, the Parties shall agree at such time as to the portion of such monetary award to be paid to City, and the portion of such award to be retained by Contractor.
 - 2. Animal Campus Capital Repairs and Improvements. Contractor shall have the right to select and enter into contracts with any and all contractors, subcontractors, suppliers, vendors, architects, engineers, construction managers, project managers, consultants or other entities or individuals with respect to the completion of Animal Campus Capital Repairs and Improvements, provided that all such contracts must be entered into upon

Arm's Length Terms and in compliance with applicable law. Contractor must not receive any fees or profits from such contracts. Contractor must use reasonable efforts to obtain, from each contractor, subcontractor, commercial warranties for all work performed by such contractor, or subcontractor. Animal Campus Capital Repairs and Improvements must be completed to a standard of quality comparable to that of the original component. In the event that work completed is unsatisfactory then all available remedies must be sought by Contractor. Contractor must use reasonable efforts to ensure that the work performed by each contractor or subcontractor with which it contracts, is performed in a good and workmanlike manner in compliance with applicable law and the terms of this Contract.

3. Extraordinary Capital Repairs and Replacements. To the extent that the costs and expenses of any Extraordinary Capital Repairs and Replacements are paid from proceeds of insurance, such repairs and replacements shall not constitute an Animal Campus Capital Repair and Replacement.
4. Damage or Destruction. If the Animal Campus is damaged or otherwise destroyed at any time after the Effective Date, or if the Animal Campus otherwise requires any Extraordinary Capital Repairs and Improvements, all proceeds paid under any property damage insurance policies maintained by either Party as required by this Contract must be paid directly to the City.
5. Title to Animal Campus Capital Repairs and Improvements. All Animal Campus Operating, and Capital Maintenance, Repairs and Improvements, Extraordinary Capital Repairs and Replacements and Additions shall become a part of the Animal Campus and shall be the property of the City and must remain upon and be surrendered to the City at the termination of this Contract.

H. Alterations and Additions.

1. City shall have no obligation to make any alterations or repairs to the Animal Campus. City reserves the right to construct Additions to the Animal Campus.
2. Contractor must not make structural alterations or Additions to the Animal Campus without the prior written consent of City, which consent may be withheld in the City's sole discretion.

I. Mortgage. City must have the right to execute and deliver fee mortgage(s) at any time and from time to time during the Term.

J. Environmental Laws. Contractor must comply with all applicable environmental laws and regulations and must not conduct or allow any use of or activity on or

under the Animal Campus that will violate or threaten to violate any environmental law. Contractor must obtain, maintain, keep current and comply in full with any and all permits, consents and approvals required by environmental laws and must promptly notify City if Contractor has actual knowledge of any material noncompliance or potential material noncompliance with any environmental law or receives any written or oral notification from any governmental authority or any third party regarding any material noncompliance or threatened or potential material noncompliance with or any request for information pursuant to any environmental law.

Sec. 34. Negative Covenants of Contractor. Contractor must not do, or authorize others to do, any of the following without the prior written consent of City

1. Operate the Animal Campus in any manner or for any purpose other than as set forth in this Agreement.
2. Knowingly or intentionally engage in any act which would, to an ordinary prudent person in the position of Contractor, be reasonably foreseeable to cause substantial or irreparable damage to the Animal Campus.
3. Abandon the Animal Campus during the Term, including any renewals.
4. Knowingly use or occupy, or knowingly permit the Animal Campus or any part thereof to be used or occupied, for any unlawful, disreputable or hazardous use (including, without limitation, the prohibited or unauthorized use, storage or disposal of hazardous materials), or operate or conduct the business of the Animal Campus in any manner known to constitute or give rise to a nuisance of any kind
5. Authorize or permit fixed signs or other advertising on or about the Animal Campus in violation of this Contract and City's ordinances.

[SIGNATURES ON FOLLOWING 2 PAGES]

CONTRACTOR

**KANSAS CITY PET PROJECT,
A MISSOURI NONPROFIT CORPORATION**

I hereby certify that I have the authority to execute
this document on behalf of Contractor.

By: _____

Printed Name: Anthony Mittan, Board President

Date: _____

KANSAS CITY, MISSOURI

By: _____

Printed Name: Cedric Rowan, Manager of Procurement Services

Date: _____

**KANSAS CITY, MISSOURI
DIRECTOR OF PARKS AND RECREATION DEPARTMENT**

By: _____

Printed Name: Christopher Cotten, Director

Date: _____

**APPROVED BY RESOLUTION
BOARD OF PARKS AND RECREATION COMMISSIONERS**

By: _____

Secretary to the Board

APPROVED AS TO FORM:

Assistant City Attorney

Date

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred

Director of Finance

Date

Attachment B: Scope of Work

1. STANDARDS AND GUIDELINES TO BE FOLLOWED

- 1.1 Contractor shall follow all applicable federal, state, and local laws, ordinances, rules, and regulations to the conduct of animal sheltering and the practice of veterinary medicine.
- 1.2 Rules of the Missouri Department of Agriculture for Animal Care Facilities (2 CSR 30-9)
- 1.3 The Association of Veterinarians Guidelines for Standards of Care in Animals
- 1.4 The Association of Veterinarians Veterinary Medical Care Guidelines for Spay-Neuter Programs
- 1.5 American Veterinary Medical Association Guidelines for the Euthanasia of Animals

2. TASKS TO BE PERFORMED BY CONTRACTOR

2.1 Utilities, Supplies, Materials and Equipment

CONTRACTOR is responsible for providing all utilities, Wi-Fi, internet services, supplies, materials and equipment for operation of the Animal Campus:

- 2.1.1 Utilities will remain in CITY's name;
- 2.1.2 CONTRACTOR will provide all drugs, medical supplies, animal food, kennel supplies, office supplies, and other supplies and materials needed to operate the Animal Campus.
- 2.1.3 CONTRACTOR shall not lease, sub-lease, or permit the use of any CITY equipment located on the Animal Campus without the prior written approval of CITY

2.2 Medical care

CONTRACTOR is responsible for all animal medical care upon impoundment at the Animal Campus including:

- 2.2.1 Vaccinations to be performed upon intake in accordance with the Guidelines for Standards of Care in Animal.
- 2.2.2 Treatment of sick and/or injured animals.
- 2.2.3 Control of communicable diseases in the facility.

2.3 Kansas City, Missouri Health Department

CONTRACTOR will be responsible for supporting and cooperating with any and all investigations regarding disease, illness, safety and environmental impact, deemed necessary by the Kansas City, Missouri Health Department (KCMO Health Dept.) including:

- 2.3.1 CONTRACTOR will grant CITY entry into all areas of the facility and grounds necessary for testing, sampling and inspection.
- 2.3.2 CONTRACTOR will participate in disease investigations including, but not limited to, rabies, distemper, zoonotic diseases.
- 2.3.3 CONTRACTOR will cooperate with emergency and other procedures deemed necessary to protect human and animal health.
- 2.3.4 CONTRACTOR will report to CITY any zoonotic diseases at the Animal Campus that may threaten the health and safety of the public.
- 2.3.5 CONTRACTOR will maintain necessary permits for food service areas and pollution emissions.
- 2.3.6 CONTRACTOR will ensure adequate handwashing facilities as needed to provide adequate sanitation and hygiene for staff and public.

3. **OPERATIONAL DETAILS**

- 3.1.1 CONTRACTOR is responsible for the care of all domesticated pets (dogs, cats, rabbits, small mammals) and small farm animals (goats, chickens, farm ducks) that enter the Animal Campus.
- 3.1.2 All native wildlife (raccoons, badgers, beavers, opossums, native bird, rabbits, squirrels & raptors, etc.) encountered in the field will be transported by CITY to Lakeside Nature Center. CONTRACTOR shall direct all members of the public to drop off any wildlife animals at the Lakeside Nature Center.
- 3.1.3 CITY Animal Control shall deliver animals in an area specially designated by CONTRACTOR.
- 3.1.4 CONTRACTOR agrees to work cooperatively with law enforcement.

- 3.1.5 CONTRACTOR shall accept all domesticated pets from Kansas City, Missouri residents or animals found in Kansas City, Missouri proper at the time the animals are presented to Animal Campus staff unless an agreement is reached between CONTRACTOR and owner to defer intake. It is CONTRACTOR'S discretion to accept animals owned by other animal shelters, rescue groups, or nonprofit animal organizations licensed under the Missouri Animal Care Facilities Inspection Program within the Kansas City limits. If such Kansas City Missouri animal shelter, rescue, or nonprofit animal organization's animals are impounded by CITY under suspicion of violation of any law, ordinance, rule, or regulation by such organization, CONTRACTOR shall accept the animals.
- 3.1.6 CONTRACTOR may refuse to accept an animal if it has documented reasonable knowledge that the animal was not found in city limits.
- 3.1.7 CONTRACTOR shall make efforts to attain a live outcome for animals.
- 3.1.8 CONTRACTOR shall strive to utilize intake reduction programs which may include, but not limited to, low-cost public Spay/Neuter program, community cat trap/neuter/return program, and community vaccine and microchip clinics, resource distribution, and behavior resources.
- 3.1.9 CONTRACTOR is not required to accept ear-tipped feral cats. When non-ear-tipped feral cats are impounded, CONTRACTOR shall either spay/neuter such cats and return them to field, euthanize or ensure such cats are adopted. CITY shall disclose the address from which the cat was impounded.

3.2 Rescue Group Screening

- 3.2.1 CONTRACTOR will actively seek opportunities to transfer animals to reputable rescue groups.
- 3.2.2 CONTRACTOR will ensure rescue is licensed with the Missouri Department of Agriculture for Animal Care Facilities (2CSR 30-9) or other applicable state agency in states outside of Missouri before transferring the animal.
- 3.3.3. CONTRACTOR will provide information to CITY on rescue groups for follow-up and license compliance upon request.

3.3. Safe and Humane Transportation

- 3.3.1 CONTRACTOR shall ensure animals are being transported by a legitimate and experienced company or by volunteers who are knowledgeable about ensuring the safety and welfare of transported

animals. Animals must be monitored closely, with water provided and temperatures controlled pursuant to applicable laws, ordinances, rules, and regulations. Caging units must be secured in such a fashion to prevent shifting or falling. CONTRACTOR will provide CONTRACTOR transfer partners with contact information in the event of an emergency.

3.4. Health of Animals and Health of Animals Selected for Transport

- 3.4.1 CONTRACTOR will ensure animal health is monitored while at the Animal Campus. All incoming animals will be given a basic health assessment by trained staff when safe to do so. Animals will be checked for obvious signs of illness or injury and if any abnormalities are detected, animals will be further examined and treated by a licensed veterinarian. Incoming animals will be vaccinated, de-wormed to rid them of harmful parasites, and given flea/tick control, upon arrival or when safe to do so.
- 3.4.2 CONTRACTOR will ensure animals being considered for transport are examined by a veterinarian prior to being transported if transported out-of-state. Animals being transported out-of-state will be accompanied by the required health certificate issued by a licensed veterinarian.

3.5. Foster Home Program

- 3.5.1 Foster homes will be considered an essential and highly valued component of CONTRACTOR volunteer program. CONTRACTOR will provide veterinary care for foster animals.
- 3.5.2 All people who foster animals from the Animal Campus or directly from the public on behalf of the Animal Campus will be required to receive training and sign an agreement to comply with all applicable laws, instructions of CONTRACTOR, as well as a waiver of liability.

3.6. Volunteer Utilization and Management

- 3.6.1 CONTRACTOR organization will maintain a Volunteer Program that includes recruiting, screening, training, and tracking.
- 3.6.2 CONTRACTOR volunteers shall be held accountable by CONTRACTOR for established operational procedures and maintaining acceptable conduct.

- 3.6.3 CONTRACTOR will provide volunteers with basic equipment needed to perform tasks.

3.7 Adoptions

- 3.7.1 CONTRACTOR will provide or cause to be provided satisfactory customer-service and take a proactive approach to serving the community.
- 3.7.2 CONTRACTOR will require staff to be knowledgeable about what the Animal Campus offers to the public.
- 3.7.3 CONTRACTOR will ensure that each animal promptly receives a name and a brief biography.
- 3.7.4 CONTRACTOR will make reasonable efforts to promote and market animals truthfully and with the intent of finding suitable homes for each adoptable animal.
- 3.7.5 CONTRACTOR will ensure that anyone seeking to adopt an animal will be asked to complete an adoption survey. The survey will obtain basic information about previous pets, veterinary care, the living situation of the adopter and what applicant is looking for in a pet. The survey will be structured in such a way as to allow CONTRACTOR to identify areas that may require further education or may prompt interviewing.
- 3.7.6 CONTRACTOR will waive fees for qualifying residents for pet redemption, except in cases of impoundment for dangerous or potentially dangerous dogs, or in cases of impoundment under suspicion of neglect or abuse, adoption and drop-offs of found animals. A qualifying resident is a resident that meets the HUD income guide levels of very low income limits.
- 3.7.7 CONTRACTOR will ensure all animals adopted from CONTRACTOR will be micro-chipped, spayed/neutered, licensed, and up-to-date on appropriate vaccinations. Microchipping will be strongly encouraged. Adopters will also be provided with information on additional vaccinations or veterinary care that may be necessary. CONTRACTOR shall only require licenses for those adopters who live in Kansas City, Missouri.
- 3.7.8 CONTRACTOR shall offer assistance on any concerns or problems the adopter may have up to 6 months post adoption.

3.8 Spays/Neuters

- 3.8.1 Animals that are adopted will be spayed/neutered before the new owner assumes custody..
- 3.8.2 Other animals may be spayed/neutered post-adoption. Animals that are too sick for surgery, injured, pregnant, or are otherwise not cleared for surgery by a licensed veterinarian, may leave a deposit to CONTRACTOR, or written waiver signed by a licensed veterinarian.

3.9 Reuniting Lost Animals with Owners/Lost Animals vs Strays

- 3.9.1 CITY Animal Control will scan each at-large animal for a microchip and attempt contact with the registered owner.
- 3.9.2 CITY Animal Control will attempt to return any licensed or microchipped animal home before bringing the animal to CONTRACTOR.
- 3.9.3 CONTRACTOR will employ at least one clerical staff whose duties will include coordinating return to owner functions. The function of this staff person will be to reunite as many lost pets with their owners as possible. CONTRACTOR's lost pet program will consist of the following:
 - a) Having owners of lost pets complete an electronic lost pet report that will be kept on file for at least 30 days at the Animal Campus. CONTRACTOR organization will have a link on CONTRACTOR website for users to be able to complete such reports.
 - b) CONTRACTOR will check lost pet reports against the animal inventory on a daily basis and will cross-check Found reports against lost reports for any potential matches.
 - c) CONTRACTOR will ensure all impounded and incoming animals are scanned for a microchip upon intake.
 - d) CONTRACTOR will inspect animals for other forms of identification such as name or license tags and efforts to contact the owner will begin promptly.
 - e) CONTRACTOR will make all efforts to contact an owner and conversations with an owner or efforts to contact an owner may be documented in the shelter's animal management software.

3.10 Animals Unsafe for Adoption/Safety of Adopters

- 3.10.1 CONTRACTOR agrees that the safety of Animal Campus adopters and their pets is critical. CONTRACTOR will ensure that no animal is intentionally or knowingly placed into a home if there is doubt about possible threat to the safety of the public.
- 3.10.2 When animals are turned in by owners, CONTRACTOR will obtain information about the pet's behavior and document observed behaviors.
- 3.10.3 CONTRACTOR will employ a trained staff member who can evaluate animals being considered for adoption and work on behavior modification for animals. This staff member will train other staff and volunteers on such behavior management and modification. CONTRACTOR will take steps to minimize stress and will give animals an opportunity for rehabilitation through proper training and handling, or through foster care.
- 3.10.4 CONTRACTOR will identify which, if any dogs at the shelter require a dog-to-dog introduction with an owned dog.

3.11 Euthanasia

- 3.11.1 CITY and CONTRACTOR understand the inevitability of euthanasia in an open- admission Animal Campus that receives tens of thousands of animals each year. CONTRACTOR will develop and implement life-saving programs so that the number of animals killed can be minimized..
- 3.11.2 A number of factors will play a role in making euthanasia decisions as follows:
 - a) The overall health of the animal;

- b) The animal's behavior;
- c) The age of the animal;
- d) Disease issues in the Animal Campus and potential exposures that may have occurred;
- e) Availability of foster homes or private rescues;
- f) And any other pertinent factors.

3.11.3 CONTRACTOR agrees to utilize rescues to transfer animals to achieve positive live outcomes for animals.

3.12 Owned Animals Surrendered (dropped off) by Pet Owners

- 3.12.1 It will be the job of CONTRACTOR to determine why the owner is giving up the pet. CONTRACTOR will assess the reasons given for surrendering in an effort to determine if the owner can be helped in keeping their pet.
- 3.12.2 CITY shall recommend owner surrender to CONTRACTOR before accepting an owner surrender in the field. CITY shall use an owner surrender form approved by CONTRACTOR if accepting an in-field surrender.
- 3.12.3 CONTRACTOR will work to find outlets for food, veterinary care, and other resources to divert surrender. CONTRACTOR may provide suggestions or offer assistance with behavioral problems that may cause retention issues. Owner surrendered animals may be placed into foster homes when available and where appropriate.
- 3.12.4 CONTRACTOR may actively solicit opportunities for funding through grant writing and fundraising to help subsidize various programs including pet retention.
- 3.12.5 CONTRACTOR shall accept animals from the Kansas City metro area and will only accept animals outside the Kansas City metro area with the understanding that any animals taken in from outside the metro area will not displace animals from Kansas City, Missouri.

- 3.12.6 CONTRACTOR, and CITY when animals are surrendered in the field, will ensure that any owner surrendering a pet completes an animal profile that gives perspective on how the animal has been cared for (or not cared for) and will influence decisions about how the animal can be accommodated in the Animal Campus.

3.13. Dead Animal Pickup

- 3.13.1 Dead animals collected by CITY may be incinerated at the Animal Campus. CITY collects dead animals M-F, 6:30 a.m-5:00 p.m. Saturdays and holidays. CITY shall unload the animal(s) at the incinerator and will put non-companion animals into the incinerator. CONTRACTOR shall be responsible for loading the companion animals into the incinerators. If the animal is tagged or micro-chipped, CONTRACTOR shall contact the pet owner.
- 3.13.2 CONTRACTOR shall scan for a microchip before incineration. In the event an animal has an identification tag or microchip, CONTRACTOR will place the animal in a bag and securely attach a label indicating the animal's identification. Identified animals will be placed in a separate area to avoid accidental cremation.
- 3.13.3 CONTRACTOR shall contact the owner, using the identification on the animal, to determine if they would like to pick up the remains or if they would prefer that CONTRACTOR proceed with cremation. CONTRACTOR is not responsible for long-term holding.
- 3.13.4 In the event a deceased animal is picked up, or arrives with signs of animal cruelty or neglect, CITY may arrange for a necropsy.

3.14 Staff and Volunteer Training

- 3.14.1 CONTRACTOR is strongly encouraged to send staff to regional and national animal care and welfare conferences. CONTRACTOR will cause meetings to be held with staff to discuss conference trainings and how improvements can be implemented.
- 3.14.2 CONTRACTOR will provide training to staff to ensure knowledge of state law, local ordinances, and administrative regulations specific to enforcement in Kansas City, Missouri. CONTRACTOR will provide training staff with a variety of other relevant topics including diversity training.
- 3.14.3 Training opportunities will consist of on-the-job training, all staff meetings, webinars, conferences, seminars, and similar events.

3.15 Adoption Promotion

3.15.1 CONTRACTOR will promote pet adoptions, and the Animal Campus via social media channels, website, events, and other marketing and advertising opportunities.

3.16 Responsible Pet Ownership

3.16.1 CONTRACTOR shall promote responsible pet ownership.

3.17 Public Education Activities

3.17.1 CONTRACTOR shall work cooperatively with CITY to aid in enhancing animal welfare.

3.17.2 CONTRACTOR shall target areas and provide vaccinations and resources to pet owners.

3.17.3 CONTRACTOR shall use every interaction with the public as an opportunity to provide public education.

3.17.4 CONTRACTOR shall collaborate with other animal groups to develop educational opportunities and to supplement existing programs.

3.17.5 CONTRACTOR shall cause the importance of pet licensing to be promoted through public education

3.18 Animal Campus Operation Hours

3.18.1 CONTRACTOR shall provide access to the public of the Animal Campus seven (7) days a week in order to maximize the number of adoptions and the number of animals that are reunited with their owners. CITY may adjust times in the event of disaster or emergency.

3.19 Animals Facing Medical Emergencies

3.19.1 “Emergency.” For purposes of Section 3.19, “emergency(ies)” refer(s) to animals with a medical condition that, if not promptly treated by a veterinarian, poses a reasonably immediate threat to their lives.

3.19.2 Business Hours Emergencies. CONTRACTOR shall have a veterinarian on staff to treat animals brought in by CITY during business hours. CONTRACTOR may refer emergencies to a third-party veterinarian during business hours at no expense to the CITY.

3.19.3 Afterhours Emergencies.

3.19.3.1. CONTRACTOR shall make a veterinarian available for after-hours

emergency triage. CITY may contact CONTRACTOR'S on-call veterinarian for afterhours calls. The veterinarian may triage the call or refer CITY to a third-party veterinarian.

3.19.3.2 CITY is responsible for afterhours emergency care not performed at the Animal Campus or by veterinary providers not employed or contracted by CONTRACTOR. However, emergency care is the responsibility of CONTRACTOR at such time as the CITY deems animal is deemed able to be transported to the Animal Campus.

3.19.4 Emergency Fee Collection from Citizens. CONTRACTOR may charge a pet owner the market rate for emergency veterinarian services performed on the owner's pet pursuant to Sec. 3.19 and shall provide payment plans to qualifying residents.

3.20 Pet Licensing

3.20.1 CONTRACTOR will work with CITY to increase pet licensing compliance.

4. **POTENTIALLY DANGEROUS AND DANGEROUS DOGS**

4.1.1 CONTRACTOR shall comply with all laws, ordinances and regulations pertaining to the handling and disposition of dangerous and potentially dangerous dogs.

4.1.2 CONTRACTOR shall not adopt out any dog that has been declared dangerous or potentially dangerous and that CONTRACTOR has actual knowledge that the dog has bitten someone.

5. **ANIMAL BITES**

5.1.1 All bites of wild and domestic animals, as defined by state law, which occur at the Animal Campus are to be reported to CITY as required by ordinances.

5.1.2 All animals impounded by CITY for a bite wound as defined by state law shall be held by CONTRACTOR for 240 hours from the time of the bite.

5.1.3 Parties shall use the Ian Dunbar scale for bites when referring to bite injuries (Attachment G) for impounded animals.

5.1.4 Bite animals will be returned to their owners after serving the required quarantine period unless a hold is placed on the animal by CITY citing a legal reason to hold the animal. If, in the opinion of CONTRACTOR, a bite animal should not be returned to an owner, CITY and

CONTRACTOR will work together on a plan for releasing or not releasing the animal.

6. **HOLD OF ANIMALS**

6.1.1 CONTRACTOR will hold animals related to the prosecution of court violations. CONTRACTOR will hold animals at CITY request upon completion of an Animal Intake Form (Attachment D).

6.1.2 CITY Animal Control Officers shall complete an Animal Intake Form, attached as Attachment D, for every animal impounded with CONTRACTOR.

6.1.3 CITY shall, within 24 hours, give CONTRACTOR written notice when the period of impoundment for an animal concludes.

7. **CONTRACTOR PERFORMANCE MEASURES**

Control	Task	Goals	Measurement
1	Develop event planning and promotion plan with calendar of events	Event planning and promotion plan is developed in collaboration with CITY communications department	Promotional events occur
2	Reporting and handling of controlled substances	CONTRACTOR will develop reporting system	All controlled substances handled appropriately and in accordance with DEA standards
3	Parasite/Disease Control	CONTRACTOR will track diseases and test animals as needed and provide results to CITY health department	Animal Campus is in compliance with all public health laws and regulations
4	Adoption/Transfer Rate	Manage adoption/transfer process for all intakes	Maximize number of animals adopted or transferred to an animal rescue organization
5	Euthanasia		CONTRACTOR maintains low-kill status consistent with the terms of Sec. 3.11

			(Euthanasia), above.
6	Staff Development	CONTRACTOR Implements staff education and training in Animal Campus related care/operations	Contracto staff provide r care humane animal
7	Animal Campus Operations	CONTRACTOR implements standar d operating procedures	Animal care, intake, treatment , adoptions, foster program, rescue group and euthanasia practices are performed m accordance with Guidelines for Standards of Care
8	Rental rate schedule, user fees and services	CONTRACTOR develops and provides to CITY schedule for rental rates, user fees and services	CONTRACTOR abides by set rates
9	Fee Waiver Program	CONTRACTOR waive s fees for qualifying low-income pet owners	CONTRACTOR implementation of fee-waiver program
10	Community Education Program	CONTRACTOR creates community education programs on responsible pet ownership and other related topics	CONTRACTOR implementation of community programs
11	Customer Service	Citizen satisfaction will be measured usmg CITY approved Citizen Satisfaction Survey, 311 Action Center reports	CONTRACTOR provides satisfactory customer service

8. **AUTHORIZATION**

- 8.1 CITY shall have authority annually to adjust the fees listed in City Code to reflect an increase equal to an increase in the consumer price index (all items/all urban consumers/Kansas City, Missouri-Kansas) published by the United States Department of Labor, Bureau of Labor Statistics, provided that the increases are reflective of the costs involved. If costs fall below the fees being charged, the fees shall be reduced so that they are equal to or less than the costs. Any adjustments shall be made annually by CITY in conjunction with the adoption

of the annual budget of CITY.

- 8.2 CONTRACTOR may request an increase in fees to be considered by CITY in a timely manner.
- 8.3 CONTRACTOR shall not have the right to charge more than the Code provides for any City fees associated with the Animal Campus under this contract. CONTRACTOR may charge less than the CITY established fees.
- 8.4 CITY shall retain all pet licensing fees. CONTRACTOR may charge a reasonable fee approved by the City for administration of the pet licensing program.

9. PUBLIC REPRESENTATION

- 9.1 CONTRACTOR will not present itself as CITY or as a representative of CITY in any public forums.
- 9.2 CONTRACTOR will promptly inform CITY of any potential conflict of interest.
- 9.3 CONTRACTOR will expressly state at the beginning of any public testimony that it is testifying on its own behalf and Not CITY.
- 9.4 Public testimony includes any statements made in any public forum.
- 9.5 Public forums include, but are not limited to, neighborhood meetings, articles, blog posts, and federal/state/local courts or legislation.

10. DATA, RECORDS AND REPORTS

- 10.1 CONTRACTOR will maintain accurate, understandable data, records and reports in a CITY approved software system.
 - 10.1.1 CONTRACTOR will make the data, records and reports accessible at all times to CITY in a format that is easily transmittable for CITY compilation of statistics.
 - 10.1.2 CONTRACTOR will train staff to effectively use CITY approved software system.
- 10.2 CITY shall allow CONTRACTOR reasonable access to detailed case information regarding animals impounded at the Animal Campus, as permitted by law. Such data will include, but are not limited to, animal owner and other affiliated persons, legal reason for impoundment and requested information deemed critical to the care of the animal as mutually determined by CITY and CONTRACTOR, such as details surrounding bites or aggressive or nuisance animal incidents for the safety of staff,

volunteers, and care of the animal(s).

10.3 CONTRACTOR shall maintain accurate data, records and reports regarding the Animal Campus as follows:

10.3.1 The number of animals entering and exiting the Animal Campus including surrenders, seizures, transfers, adoptions, pets returned to owners, live release rates, owner surrendered pets, stray animal intakes, animals euthanized and cremated, dog breeds, the average length of stay for dogs and cats, and the number and types of services provided to the animals sheltered at the Animal Campus.

PARKING LOT AGREEMENT

This PARKING LOT AGREEMENT ("**Agreement**") is made and entered into on _____, between CITY OF KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("**City**") acting through its BOARD OF PARKS AND RECREATION COMMISSIONERS OF KANSAS CITY, MISSOURI ("**Parks Board**") and KANSAS CITY PET PROJECT, a Missouri nonprofit corporation ("**KCPP**").

WHEREAS, the City owns, and operates through the Parks Board, the Animal Campus (the "**Animal Campus**") located in Swope Park (the "**Park**") in Kansas City, Missouri;

WHEREAS, the Parks Board has under its control various park lands and boulevards belonging to the City, including the Park;

WHEREAS, on _____, the City, the Parks Board, and KCCAC entered into an Agreement that, in part, provides that KCPP will manage the Animal Campus (the "**Animal Campus Agreement**");

WHEREAS, the City owns two paved parking lots, Lot A ("**Lot A**") and Lot B ("**Lot B**") at the Animal Campus, as shown on **Exhibit A** attached hereto (collectively, the "**Parking Lots**");

WHEREAS, KCPP and its patrons utilize the Parking Lots;

WHEREAS, the Animal Campus Agreement provides, in part, that the City and KCCAC will enter into a written agreement to govern KCPP's use of the Parking Lots ("**Parking Agreement**");

WHEREAS, this Parking Agreement is not intended to alter or modify the Animal Campus Agreement in any way except with respect to the obligations involving KCPP's use and maintenance of the Parking Lots; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and KCPP agree as follows.

AGREEMENT

- I. **OWNERSHIP.** The City owns the Parking Lots delineated on the map attached hereto as **Exhibit A**.
- II. **USE OF THE PARKING LOTS.**
 - A. **Use.** KCPP shall have access to the Parking Lots during daytime business hours throughout the entire year.

- B. Reserved Parking. KCPP and City shall cooperate to ensure that parking spots are available for KCPP staff, animal control staff, and patrons. Lot A shall be for the exclusive use of KCPP staff, animal control staff and KCPP patrons. KCPP shall be permitted to erect signs indicating that the parking on Lot B is reserved.
- C. Security. KCPP shall have the right to install security gates at the Parking Lots, which security gates shall remain open during business and Parks hours, but shall be closed throughout the night and at other times as agreed upon by KCPP, City, and Parks Board. KCPP shall ensure that all Authorized City Personnel (as defined in the Animal Campus Agreement,) and all KCPP staff shall have access to the Animal Campus at all times.
- D. City's Use. Lot B shall be for KCPP patrons and the public. City and Parks Board shall assist KCPP in the coordination of use of the Parking Lots by KCPP patrons and visitors of the Park in order to encourage efficient use of parking for all patrons and visitors. City and Parks Board shall use its best efforts to coordinate events in the Park to encourage efficient use of the Park by KCPP's patrons and the public.

III. **MAINTENANCE AND REPAIR.** KCPP's Responsibilities. KCPP will be responsible for maintaining, repairing and/or improving the Animal Shelter Parking Lots. For the purposes of this Agreement, this shall include (unless specifically excluded elsewhere in this Agreement), but not be limited to, crack and pothole repair of the lot surfaces, mowing of grassy areas contained within the lots and immediately surrounding them, tree and shrub trimming and/or replacement as necessary, curb repair or replacement, lighting fixture and light pole repair or replacement including re-lamping as required, restriping of parking lines, directional indicators and crosswalk areas, resealing of any asphalt lots as necessary. KCPP will also be responsible for the picking up of trash and litter from the Parking Lots. KCPP will be responsible for snow removal on the Animal Campus parking lots and sidewalks. KCPP is responsible for the payment of the electricity bill and replacement of bulbs for the lighting of the Parking Lots. KCPP shall pay all taxes incurred under this Agreement, if any, relating to the collection of parking fees by them.

IV. **Termination.** This Agreement shall commence on the date hereof and shall be co-terminus with the Animal Campus Agreement. On or before the time the Animal Campus Agreement term is renewed or extended, the City and KCPP will negotiate in good faith any necessary change in terms to reflect the then current conditions. However, should the parties be unable to reach a consensus on any potential changes to this Agreement, the terms of this Agreement will govern so long as the Animal Campus Agreement remains in full force and effect.

V. **NOTICES.** All notices hereunder shall be in writing and shall be given as follows:

If to the City or Parks Board, to: Director, Parks and Recreation Department

Terry R. Dobson Administrative Building
4600 B. 63" Street
Kansas City, MO 64130
Fax: 816-513-7535
christopher.cotten@kcmo.org

With a copy to:

Office of the City Attorney
City Hall, 23rd Floor
414 East 12th Street
Kansas City, MO 64106
Fax: 816-513-3153
matthew.gigliotti@kcmo.org

If to KCPP, to:

Kansas City Pet Project
c/o Chief Executive Officer
7077 Elmwood Ave.
Kansas City, Missouri 64132

With a copy to:

Barnett Law Office, LLC
c/o Katie Barnett
P.O. Box 442193
Lawrence, KS 66044
Email: katie@barnettlawoffice.com

All notices shall be effective upon receipt. Notices given by email shall be confirmed by mailing a copy thereof. Either party may change the address or addresses for notices to be sent to it by giving notice to the other party.

VI. MISCELLANEOUS.

- A. Assignment. No party to this Agreement may assign its rights or obligations under this Agreement without the prior written consent of the other parties.
- B. Interpretation. Article and Section titles and headings are provided for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- C. Entire Agreement. This Agreement constitutes the entire agreement of the parties, and supersedes all prior agreements or understandings, both written and oral, between the parties. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies. This Agreement shall not be amended, modified or supplemented except by a

written instrument signed by an authorized representative of each party.

- D. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Missouri.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

**KANSAS CITY PET PROJECT,
A MISSOURI NONPROFIT CORPORATION**

By: _____
Anthony Mittan, Board President

Date: _____

KANSAS CITY, MISSOURI

By: _____
Cedric Rowan, Manager of Procurement Services

Date: _____

**BOARD OF PARKS AND RECREATION COMMISSIONERS
OF KANSAS CITY, MISSOURI**

By: _____
Christopher Cotten, Director

Date: _____

APPROVED AS TO FORM:

Assistant City Attorney

EXHIBIT A



