

AGREEMENT

This AGREEMENT, entered into this _____ day of _____, 2004, by and between the City of Overland Park, Kansas, a municipal corporation, hereinafter referred to as "City," and Debra Alexander, DVM.

NOW THEREFORE, in consideration of the premises set forth herein, it is mutually agreed by the parties as follows:

1. Dr. Alexander agrees to visit Animal Haven, Inc., located at 9800 West 67th Street, Merriam, Kansas, upon the request of the City or Animal Haven, Inc., on behalf of the City, and examine the animals impounded as to their health, to specifically include an examination and diagnosis of rabies as necessary.

2. Dr. Alexander agrees to visit Animal Haven, Inc., upon the request of the City on an emergency basis and within a reasonable time of receiving any such emergency request.

3. Dr. Alexander agrees that at the expiration of not less than ten (10) nor more than twelve (12) days of confinement, she will give written notice to the Chief of Police as to the health of animals impounded for the purposes of rabies quarantine, to specifically include a diagnosis and an indication as to the days her examinations occurred.

4. Dr. Alexander reserves the right to destroy sick or injured animals impounded by the City prior to the expiration of any detention or quarantine period required by ordinance, provided, however, if Dr. Alexander destroys any animal prior to the expiration of the detention or quarantine period she shall give immediate verbal notice of the destruction to the Overland Park Chief of Police and confirm that destruction in writing. In addition, Dr. Alexander shall preserve the head of any animal so destroyed by refrigerating the same or by any other means that will ensure the preservation of the vital organs contained therein for the purpose of confirming the disease of rabies.

5. Dr. Alexander agrees to maintain professional malpractice and liability insurance during the term of this agreement.

6. Dr. Alexander agrees that:

- a. Dr. Alexander shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, disability, national origin, or ancestry;
- b. In all solicitations or advertisements for employees, Dr. Alexander shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Commission;
- c. If Dr. Alexander fails to comply with the manner in which Dr. Alexander reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Dr.

Alexander shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;

- d. If Dr. Alexander is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Commission which has become final, Dr. Alexander shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
- e. Dr. Alexander shall include the provisions of subsections (6) (a) through (d) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

7. In consideration of the above services, the City agrees to pay Dr. Alexander the sum of \$40.00 per each visit to Animal Haven, Inc., provided Dr. Alexander shall submit to the Chief of Police on or before the 20th day of each month a monthly statement indicating the number of visits to Animal Haven and the dates thereof. The City further agrees to pay Dr. Alexander her normal hourly rate of \$125.00 for special consultation to the City concerning veterinary issues within the City.

8. This Agreement shall not preclude the City from entering into any agreement with other veterinarians or impounding facilities.

9. This Agreement shall continue in effect until December 31, 2005, and shall continue in effect during this time period until and unless either party shall give thirty (30) days written notice to the other of its desire to terminate or renegotiate this Agreement, or to enter into a new agreement, provided the City may terminate the agreement at any time it determines Dr. Alexander has violated the terms of the Agreement.

THE CITY OF OVERLAND PARK,
KANSAS

By:

Ed Eilert, Mayor

ATTEST:

Marian Cook
City Clerk

APPROVED AS TO FORM:

Tammy M. Williams
Assistant City Attorney

Debra Alexander, DVM