

**MEMORANDUM OF UNDERSTANDING REGARDING THE EXPLORATION OF
FEASIBILITY OF JOINT ANIMAL SHELTER AND IMPOUND**

THIS AGREEMENT is made effective the ___ day of _____, 2007, among the Participating Agencies defined in Section I.

WITNESSETH:

WHEREAS, the Participating Agencies recognize an opportunity for the mutual benefit of each in combining limited resources to effectively deal with animal control issues; and

WHEREAS, the City of Olathe, Kansas has utilized its purchasing policy to locate the lowest-priced and best consultant to provide advice to the City of Olathe regarding how to best obtain the proper resources for the City; and

WHEREAS, the other Participating Agencies desire to join with the City of Olathe, Kansas to explore the feasibility of creating a joint animal shelter and impound among the Participating Agencies to provide necessary animal shelter and impound resources to local jurisdictions.

NOW THEREFORE, in consideration of the mutual agreements herein, these parties agree as follows:

I. PARTIES – PARTICIPATING AGENCIES

This Memorandum of Understanding (MOU) is entered into among the entities listed below – collectively referred to as “Participating Agency” or “Participating Agencies”:

The City of Olathe, Kansas, a municipal corporation organized under the laws of the State of Kansas

The City of Overland Park, Kansas, a municipal corporation organized under the laws of the State of Kansas

Animal Haven, Inc., a not for profit corporation organized under the laws of the State of Kansas

Wayside Waifs, Inc., a not for profit corporation organized under the laws of the State of Missouri

II. PURPOSE

The general purpose of this MOU is to facilitate the Participating Agencies desire to cooperate in the research of the feasibility of the Participating Agencies establishing a joint animal shelter and impound. This MOU deals solely with the contributions relative to the research of the feasibility of such a project, the Participating Agencies make no commitment to follow any recommendations of the consultant nor to contribute any funds other than those specifically set forth in Section III below.

III. OBLIGATIONS OF PARTICIPATING AGENCIES

The City of Olathe, pursuant to its purchasing process, will establish a Request for Proposal (RFP) to determine the lowest and best bid for the consulting services contemplated by this MOU. The City of Overland Park and the City of Olathe will each contribute \$4375.00 towards the Feasibility Study. Wayside Waifs and Animal Haven will each contribute \$2,500.00 for the consultant's fee for the project described herein.

IV. IMMUNITY

To the extent permitted by law, the parties hereto shall enjoy immunity from liability in the process of providing cooperation under this MOU. Nothing in this MOU should be construed to in any way limit immunities available to the parties.

V. EFFECTIVE DATE/DURATION/TERMINATION

- A. This Agreement shall become effective upon execution by all Participating Agencies listed in Section I above.
- B. This Agreement shall be effective for a term of one (1) year from the effective date.
- C. Any Participating Agency may withdraw from this project at any time. The contribution set out in Section III above will not be returned.

VI. GOVERNING LAW

This MOU is governed by the laws of the State of Kansas.

VII. ANTI-DISCRIMINATION

- A. The Participating Agencies agree that:
 - 1. The Participating Agencies shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry or age;
 - 2. In all solicitations or advertisements for employees, the Participating Agencies shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");
 - 3. If the Participating Agencies fails to comply with the manner in which the reporting requirements to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Participating Agency in violation shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by other Participating Agencies;

4. If a Participating Agency is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by another Participating Agency; and
 5. The Participating Agencies shall include the provisions of paragraphs (1) through (4) above in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- B.** The Participating Agencies further agree that they shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

VIII. MISCELLANEOUS PROVISIONS

- A.** Headings Irrelevant. The paragraph headings and numbering in this MOU are inserted for convenience only and shall not affect the meaning or interpretation of the terms of this Agreement.
- B.** No Third Party Rights. Nothing in the MOU is intended to confer or does confer any rights, duties or obligations on any person other than the Participating Agencies.
- C.** Settlement of Disagreements/Disputes. Disagreements and disputes among Participating Agencies arising under or relating to this MOU shall be resolved by consultation by and between the Parties. Disagreements and disputes will not be referred to any court or to any other person or entity for settlement.
- D.** Severability. If any portion of this MOU is declared invalid by a court of competent jurisdiction, this MOU shall be construed as if such portion had never existed, unless such construction would constitute a substantial deviation from the intent of the Participating Agencies as reflected in this MOU.
- E.** Execution. This MOU may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

This MOU shall be in full force and effect and the parties have hereunto set their hands this ___ day of _____, 2007.

THE CITY OF OVERLAND PARK, KANSAS

By: _____
Carl Gerlach, Mayor

ATTEST:

Marian Cook
City Clerk

APPROVED AS TO FORM:

Tammy M. Owens
Senior Assistant City Attorney

THE CITY OF OLATHE, KANSAS

By: _____
Janet M. Theissen, Chief of Police

ATTEST:

APPROVED AS TO FORM:

Tom Glinstra
City Attorney

WAYSIDE WAIFS, INC.

By: _____
Patti Glass, President

ATTEST:

ANIMAL HAVEN

By: _____
Brendan Wiley, Executive Director

By: _____
Ralph M. McMurray, President

ATTEST:
